

**BRYAN CAVE LLP**

Daniel T. Rockey, California Bar No. 178264  
Bahareh Mostajelean, California Bar No. 258903  
John C. Hedger, California Bar No. 230814  
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hedgerj@bryancave.com

Attorneys for Defendants

JPMORGAN CHASE BANK, N.A (erroneously sued as Chase Bank, N.A., successor in interest to Washington Mutual Bank, F.A.) and CALIFORNIA RECONVENYANCE COMPANY

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION**

JOSE BARRIONUEVO AND FLOR  
BARRIONEUVO individuals,

Plaintiffs,

vs.

CHASE BANK, N.A. Successor In Interest to  
WASHINGTON MUTUAL BANK, FA; and  
DOES 1 - 100, Inclusive,

Defendants

Case No. 3:12-CV-572 EMC

Hon. Edward M. Chen

**DECLARATION OF JOHN C HEDGER IN  
SUPPORT OF DEFENDANT JPMORGAN  
CHASE BANK, N.A.'S MOTION FOR  
SUMMARY JUDGMENT**

**[FRCP 56]**

Date: July 11, 2013  
Time: 1:30 pm  
Location: San Francisco Courthouse  
Courtroom 5 - 17th Floor  
450 Golden Gate Avenue  
San Francisco, CA 94102

Complaint Filed: 2/08/12  
First Amended Complaint Filed: 4/19/12  
Trial Date: 8/26/13

**DECLARATION OF JOHN C. HEDGER**

I, John C. Hedger, declare:

1. I am an attorney licensed to practice law in the Northern District of California's Federal Courts and an attorney with the law firm of Bryan Cave LLP, counsel of record for defendants JPMORGAN CHASE BANK, N.A and CALIFORNIA RECONYENCE COMPANY.

I make this Declaration in support of Defendants' Motion for Summary Judgment. The information contained in this Declaration is true and correct to the best of my knowledge, and if called upon to testify in court regarding the matters addressed herein, I could and would competently do so.

2. On February 8, 2013, Defendant served Plaintiffs with Requests for Admission ("RFA"). True and correct copies of the RFAs are attached hereto as **Exhibit A**.

3. On or around March 13, 2013, Plaintiffs served verified responses to Defendant's first set of RFAs. Attached hereto as **Exhibit B** are true and correct copies of Plaintiffs' verified responses to Defendant's RFAs.

4. On February 8, 2013, Defendant served Plaintiffs with Interrogatories. True and correct copies of the Interrogatories are attached hereto as **Exhibit C**.

5. On or around March 13, 2013, Plaintiffs served verified responses to Defendant's Interrogatories. Attached hereto as **Exhibit D** are true and correct copies of Plaintiffs' verified responses to Defendant's Interrogatories.

6. On or around May 8, 2013, Plaintiffs' counsel e-mailed me a Property Securitization Analysis Report and Affidavit of Facts prepared by Plaintiffs' expert, Michael Carrigan. A true and correct copy of the email, report and affidavit are attached hereto as **Exhibit E**.

7. On May 21, 2013, I deposed Plaintiffs' expert, Michael Carrigan. Attached hereto as **Exhibit F** is a true and correct copy of relevant excerpts of his deposition transcript.

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8. Plaintiffs did not serve any written discovery on my clients and did not notice any depositions.

I declare under penalty of perjury that the facts set forth above are true and correct.

Executed this 6th day of June 2013, in San Francisco, California.

/s/ John C. Hedger

John C. Hedger

# **EXHIBIT A**

Daniel T. Rockey, California Bar No. 178604  
Bahareh Mostajeleian, California Bar No. 258903  
John C. Hedger, California Bar No. 230814

**BRYAN CAVE LLP**

333 Market Street, 25<sup>th</sup> Floor  
San Francisco, CA 94105

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bahareh.mostajeleian@bryancave.com  
hedgerj@bryancave.com

Attorneys for Defendant JPMORGAN CHASE BANK, N.A (as acquirer of  
certain assets from WASHINGTON MUTUAL BANK, FA)

**UNITED STATES DISTRICT COURT  
FOR NORTHERN DISTRICT OF CALIFORNIA**

**SAN FRANCISCO DIVISION**

JOSE BARRIONUEVO AND FLOR  
BARRIONEUVU individuals,

Plaintiffs,

vs.

CHASE BANK, N.A. Successor In Interest to  
WASHINGTON MUTUAL BANK, FA; and  
DOES 1 - 100, Inclusive,

Defendants

Case No. CV12-0572 NC

**REQUESTS FOR ADMISSION  
PROPOUNDED BY DEFENDANT JP  
MORGAN CHASE BANK, N.A. TO  
PLAINTIFF JOSE BARRIONUEVO**

Complaint Filed: 12/06/2011  
First Amended Complaint Filed: 4/19/2012

Trial Date: 8/26/2013

PROPOUNDING PARTY: JPMORGAN CHASE BANK N.A.

RESPONDING PARTY: JOSE BARRIONUEVO

SET NO.: One (1)

Defendant JPMORGAN CHASE BANK, N.A. requests, pursuant to Federal Rules of Civil  
Procedure 36, that Plaintiff JOSE BARRIONUEVO respond under oath to the following Requests  
for Admission within thirty (30) days as required by FRCP 36(a)(3).

**REQUESTS FOR ADMISSION**

**REQUEST FOR ADMISSION NO. 1:**

Admit that the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California was not securitized.

**REQUEST FOR ADMISSION NO. 2:**

Admit you have not made a tender of all monies owed pursuant to the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California.

**REQUEST FOR ADMISSION NO. 3:**

Admit you are unable to tender all monies owed pursuant to the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California.

**REQUEST FOR ADMISSION NO. 4:**

Admit that you signed the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California attached hereto as Exhibit A.

**REQUEST FOR ADMISSION NO. 5:**

Admit that you signed the Adjustable Rate Rider for the real property located at 59311 Annadale Way, Dublin, California attached hereto as Exhibit B.

**REQUEST FOR ADMISSION NO. 6:**

Admit that you signed the Planned Unit Development Rider for the real property located at 59311 Annadale Way, Dublin, California attached hereto as Exhibit C.

**REQUEST FOR ADMISSION NO. 7:**

Admit that the loan of \$1,720,000 you obtained pursuant to the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California was not original purchase money.

**REQUEST FOR ADMISSION NO. 8:**

Admit that you applied for a loan modification from JPMorgan Chase Bank, N.A. prior to October 21, 2011.

**REQUEST FOR ADMISSION NO. 9:**

Admit JP Morgan Chase Bank N.A. complied with California Civil Code Section 2923.5 prior to recording the Notice of Default on November 21, 2011.

1        **REQUEST FOR ADMISSION NO. 10:**

2        Admit that, as of today, you were evaluated by JPMorgan Chase Bank, N.A. for a loan  
3        modification.

4        **REQUEST FOR ADMISSION NO. 11:**

5        Admit that California Reconveyance Company is the trustee named on the Deed of Trust  
6        for the real property located at 59311 Annadale Way, Dublin, California.

7        **REQUEST FOR ADMISSION NO. 12:**

8        Admit that California Reconveyance Company is the current trustee for the real property  
9        located at 59311 Annadale Way, Dublin, California.

10  
11       Dated: February 8, 2013

**BRYAN CAVE LLP**

12  
13       By: 

John C. Hedger

14       Attorneys for Defendant  
15       JPMORGAN CHASE BANK, N.A (as acquirer of  
16       certain assets from WASHINGTON MUTUAL  
17       BANK, FA)  
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## **EXHIBIT B**



1 Michael Yesk (SB#130056)  
2 70 Doray Dr., Suite 16  
3 Pleasant Hill, CA 94523  
4 Telephone: 925-849-5525  
5 yesklaw@gmail.com  
6 Attorney for Plaintiffs  
7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 JOSE BARRIONUEVO and FLOR  
12 BARRIONUEVO,

13 Plaintiffs,

14 vs.

15 CHASE BANK, N.A. Successor In Interest to  
16 WASHINGTON MUTUAL BANK, FA; and  
17 DOES 1-100 Inclusive,

18 Defendants  
19

)  
) Case Number: 12-cv-00572-EMC  
)  
) PLAINTIFFS' RESPONSE TO  
) DEFENDANT'S REQUEST FOR  
) ADMISSIONS TO JOSE AND FLOR  
) BARRIONUEVO  
)  
) Complaint Filed: 12/6/2011  
) First Amended Complaint Filed: 4/19/2012  
)  
) Trial Date: August 26, 2013  
)  
)  
)  
)

- 20 1. Request for Admission: Deny  
21 2. Admit  
22 3. Deny  
23 4. Admit  
24 5. Admit  
25 6. Admit  
26 7. Admit  
27 8. Admit  
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Plaintiffs' Responses to Request for Admissions

1 9. Deny

2 10. Deny

3 11. Admit

4 12. Deny

5  
6  
7 Dated: March 13, 2013

/s/ Michael Yesk

8 Counsel for plaintiff

## **EXHIBIT C**

1 Daniel T. Rockey, California Bar No. 178604  
Bahareh Mostajelean, California Bar No. 258903  
2 John C. Hedger, California Bar No. 230814  
**BRYAN CAVE LLP**  
3 333 Market Street, 25<sup>th</sup> Floor  
San Francisco, CA 94105  
4 Telephone: (415) 675-3400  
Facsimile: (415) 675-3434  
5 Email: daniel.rockey@bryancave.com  
bahareh.mostajelean@bryancave.com  
6 hedgerj@bryancave.com

7  
8 Attorneys for Defendant JPMORGAN CHASE BANK, N.A (as acquirer of  
certain assets from WASHINGTON MUTUAL BANK, FA)

9  
10 **UNITED STATES DISTRICT COURT**  
11 **FOR NORTHERN DISTRICT OF CALIFORNIA**

12 **SAN FRANCISCO DIVISION**

13 JOSE BARRIONUEVO AND FLOR  
BARRIONEUVU individuals,

14  
15 Plaintiffs,

16 vs.

17 CHASE BANK, N.A. Successor In Interest to  
WASHINGTON MUTUAL BANK, FA; and  
18 DOES 1 - 100, Inclusive,

19 Defendants

Case No. CV12-0572 NC

**DEFENDANT JP MORGAN CHASE  
BANK, N.A.'S INTERROGATORIES TO  
PLAINTIFF JOSE BARRIONUEVO**

Complaint Filed: 12/06/2011  
First Amended Complaint Filed: 4/19/2012

Trial Date: 8/26/2013

20  
21 PROPOUNDING PARTY: JPMORGAN CHASE BANK N.A.

22 RESPONDING PARTY: JOSE BARRIONUEVO

23 SET NO.: One (1)

24 Defendant JPMORGAN CHASE BANK, N.A. requests, pursuant to Federal Rules of Civil  
25 Procedure 33, that Plaintiff JOSE BARRIONUEVO respond under oath to the following  
26 interrogatories within thirty (30) days as required by FRCP 33(b)(2).  
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**INTERROGATORIES**

**INTERROGATORY NO. 1:**

State all facts supporting your claim that Washington Mutual Bank, F.A. securitized and sold your Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California to the WMALT Series 2006-AR4 Trust.

**INTERROGATORY NO. 2:**

Identify all people that you believe have knowledge supporting your claim that Washington Mutual Bank, F.A. securitized and sold your Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California to the WMALT Series 2006-AR4 Trust..

**INTERROGATORY NO. 3:**

Identify all documents supporting your claim that Washington Mutual Bank, F.A. securitized and sold your Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California to the WMALT Series 2006-AR4 Trust.

**INTERROGATORY NO. 4:**

State all facts supporting your claim that JPMorgan Chase Bank, N.A. is not the current beneficiary under the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California.

**INTERROGATORY NO. 5:**

Identify all people that you believe have knowledge supporting your claim that JPMorgan Chase Bank, N.A. is not the current beneficiary under the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California.

**INTERROGATORY NO. 6:**

Identify all documents supporting your claim that JPMorgan Chase Bank, N.A. is not the current beneficiary under the Deed of Trust for the real property located at 59311 Annadale Way, Dublin, California.

**INTERROGATORY NO. 7:**

State all facts supporting your claim that JPMorgan Chase Bank, N.A. or its designated agent did not comply with California Civil Code § 2923.5 before a Notice of Default regarding the

1 real property located at 59311 Annadale Way, Dublin, California was recorded on April 7, 2009.

2 **INTERROGATORY NO. 8:**

3 Identify all people that you believe have knowledge supporting your claim that JPMorgan  
4 Chase Bank, N.A. or its designated agent did not comply with California Civil Code § 2923.5  
5 before a Notice of Default regarding the real property located at 59311 Annadale Way, Dublin,  
6 California was recorded on April 7, 2009.

7 **INTERROGATORY NO. 9:**

8 Identify all documents supporting your claim that JPMorgan Chase Bank, N.A. or its  
9 designated agent did not comply with California Civil Code § 2923.5 before a Notice of Default  
10 regarding the real property located at 59311 Annadale Way, Dublin, California was recorded on  
11 April 7, 2009.

12  
13 Dated: February 8, 2013

**BRYAN CAVE LLP**

14  
15 By: 

John C. Hedger

16 Attorneys for Defendant  
17 JPMORGAN CHASE BANK, N.A (as acquirer of  
18 certain assets from WASHINGTON MUTUAL  
19 BANK, FA)  
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## **EXHIBIT D**





1 Certificates WMALT Series 2006-AR4 Trust. In exchange for the mortgage loans and related  
2 assets, the Trust will issue the certificates pursuant to the order of the depositor.

3 The sponsor purchased the mortgage loans directly or indirectly from affiliated or unaffiliated  
4 third parties who either originated the mortgage loans or purchased the mortgage loans through  
5 correspondent or broker lending. Approximately 23.5%, 16.4% and 13.0% of the mortgage loans  
6 (by principal balance as of May 1, 2006) were originated by Countrywide Home Loans, Inc.  
7 ("Countrywide Home Loans"), GMAC Mortgage Corporation and First Magnus Financial  
8 Corporation, respectively.  
9

10 Approximately 76.5% of the mortgage loans (by principal balance as of May 1, 2006) will be  
11 serviced by Washington Mutual Bank. Approximately 23.5% of the mortgage loans (by principal  
12 balance as of May 1, 2006) will be serviced by Countrywide Home Loans or an affiliate thereof.  
13

14 With respect to the mortgage loans serviced by Countrywide Home Loans, Washington Mutual  
15 Bank, as servicer, on behalf of the Trust, will take actions required or permitted to be taken by  
16 the Trust as assignee of the sponsor's rights under the Countrywide servicing agreement  
17 (including making requests or demands or giving consents to Countrywide Home Loans, and  
18 receiving notices from Countrywide Home Loans).  
19

20 Some servicing functions will be performed by Washington Mutual Mortgage Securities Corp.,  
21 as administrative agent of Washington Mutual Bank. Some servicing functions will be  
22 outsourced to third party vendors.  
23

24 Some mortgage loans, other than mortgage loans serviced by Countrywide Home Loans, will be  
25 serviced by the respective originators of those mortgage loans on an interim basis until the  
26 servicing is transferred to Washington Mutual Bank. By July 1, 2006, the servicing of those  
27 mortgage loans is expected to have been transferred to Washington Mutual Bank.  
28

1 The trustee of the Trust will be LaSalle Bank National Association, and the Delaware trustee will  
2 be Christiana Bank & Trust Company.

3 Assignment of Trust Assets

4 At the time of issuance of any series of securities, the depositor will cause the pool of mortgage  
5 assets or Mortgage Securities to be transferred to the related trust, together with all principal and  
6 interest received on or with respect to the mortgage assets or Mortgage Securities after the  
7 related cut-off date, other than principal and interest due on or before the cut-off date and other  
8 than any retained interest. The trustee will, concurrently with the assignment of mortgage assets  
9 or Mortgage Securities, deliver the securities to the depositor in exchange for the trust assets.  
10

11 Each mortgage asset will be identified in a schedule appearing as an exhibit to the related  
12 agreement. The schedule of mortgage assets will include detailed information as to the mortgage  
13 assets held by the trust, including the outstanding principal balance of each mortgage asset after  
14 application of payments due on the cut-off date, information regarding the interest rate on the  
15 mortgage asset, the interest rate net of the sum of the rates at which the servicing fee and the  
16 retained interest, if any, are calculated, the retained interest, if any, the current scheduled  
17 monthly payment of principal and interest, the maturity of the mortgage note, the value of the  
18 mortgaged property and other information with respect to the mortgage assets. Each Mortgage  
19 Security will be identified in the related agreement, which will specify as to each Mortgage  
20 Security information regarding the original principal amount and outstanding principal balance  
21 of each Mortgage Security as of the cut-off date, as well as the annual pass-through rate or  
22 interest rate for each Mortgage Security sold to the trust.  
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26 If so specified in the related prospectus supplement, and in accordance with the rules of  
27 membership of Merscorp, Inc. and/or Mortgage Electronic Registration Systems, Inc., or  
28

1 MERS®, assignments of the mortgages for the mortgage loans held by the related trust will be  
2 registered electronically through Mortgage Electronic Registration Systems, Inc., or MERS®  
3 System. With respect to mortgage loans registered through the MERS® System, MERS® shall  
4 serve as mortgagee of record solely as a nominee in an administrative capacity on behalf of the  
5 trust and will not have any interest in any of those mortgage loans.  
6

7 The depositor will, with respect to each mortgage asset, deliver or cause to be delivered to the  
8 trustee, or to the custodian, a mortgage note endorsed to the trustee, the trust, or in blank, the  
9 original recorded mortgage with evidence of recording or filing indicated on it, and an  
10 assignment (except as to any mortgage loan registered on the MERS® System) to the trustee, the  
11 trust, or in blank of the mortgage in a form for recording or filing as may be appropriate in the  
12 state where the mortgaged property is located; or, in the case of each cooperative loan, the  
13 related cooperative note endorsed to the trustee, the trust, or in blank, the original security  
14 agreement, the proprietary lease or occupancy agreement, the assignment of the proprietary lease  
15 to the originator of the cooperative loan, the recognition agreement, the related stock certificate  
16 and related blank stock powers, a copy of the original filed financing statement, and an  
17 assignment to the trustee or the trust of the security agreement, the assignment of proprietary  
18 lease and the financing statement; provided, however, that if so indicated in the applicable  
19 prospectus supplement, the depositor will not deliver to the trustee or to the custodian mortgage  
20 notes endorsed to the trustee, the trust or in blank, assignments of mortgage to the trustee, the  
21 trust, or in blank, or assignments to the trustee or the trust of the other documents relating to  
22 cooperative loans described above.  
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26 With respect to any mortgage loan secured by a mortgaged property located in Puerto Rico, the  
27 mortgages with respect to these mortgage loans either (a) secure a specific obligation for the  
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benefit of a specified person or (b) secure an instrument transferable by endorsement. Endorsable Puerto Rico Mortgages do not require an assignment to transfer the related lien. Rather, transfer of endorsable mortgages follows an effective endorsement of the related mortgage note and, therefore, delivery of the assignment referred to in the paragraph above would be inapplicable. Direct Puerto Rico Mortgages that secure a specific obligation for the benefit of a specified person, however, require an assignment to be recorded with respect to any transfer of the related lien and the assignment for that purpose would be delivered to the trustee...

Interrogatory No. 2.: Witnesses:

COLLEEN IRBY, ASSISTANT SECRETARY

DEBORAH BRIGNAC, VICE PRESIDENT

The following persons are Plaintiffs may use as expert witnesses to support their claims.

Plaintiffs and their expert witness may be contacted only through their counsel of record.

*Michael Carrigan and Arthur Bernardo, expert witnesses, May only be contacted by formal discovery requests as an expert witness*

**CERTIFIED FORENSIC LOAN  
AUDITORS**

13101 West Washington Blvd., Suite 140  
Los Angeles CA 90066

a. 310-432-6304

All matters set forth in the Property Securitization Analysis Report attached hereto as Exhibit A.

Interrogatory No. 2. Documents:

MARCH 7, 2006

Instrument #

2006084331

Official Records, COUNTY OF ALAMEDA

CALIFORNIA

JOSE BARRIONUEVO AND FLOR

BARRIONUEVO (Borrower)

WASHINGTON MUTUAL BANK (Lender)

Loan # 0706938776  
FEBRUARY 28, 2006  
WASHINGTON MUTUAL  
BANK (Lender)  
Principal Amount:  
US \$1,720,000.00  
Loan # 0706938776

APRIL 7, 2009 Instrument # 2009101035 Official Records, COUNTY OF	NOTICE OF DEFAULT CALIFORNIA RECONVEYANCE COMPANY	MAY 1, 2006	WMALT SERIES 2006-AR4 TRUS T
OCTOBER 19, 2010 Instrument # 2010304598 Official Records, COUNTY OF	NOTICE OF TRUSTEE'S SALE CALIFORNIA RECONVEYANCE		

Pooling and Servicing Agreement:

[http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawmalt2006\\_ar4a.htm](http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawmalt2006_ar4a.htm)

Certified Forensic Loan Auditors, LLC, Property Securitization Analysis Report.

Interrogatory No. 4.:

The loan was originally made to WASHINGTON MUTUAL BANK and was sold and transferred to WMALT SERIES 2006-AR4 TRUST. There is no record of Assignments to either the Sponsor or Depositor as required by the Pooling and Servicing Agreement. On May 30, 2006, which is the closing date, the mortgage loans that support the certificates will be sold by Washington Mutual Mortgage Securities Corp., the sponsor of the securitization transaction, to WaMu Asset Acceptance Corp., the depositor. On the closing date, the depositor will sell the mortgage loans and related assets to the Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-AR4 Trust. In exchange for the

1 mortgage loans and related assets, the Trust will issue the certificates pursuant to the order of  
2 the depositor.

3 The sponsor purchased the mortgage loans directly or indirectly from affiliated or unaffiliated  
4 third parties who either originated the mortgage loans or purchased the mortgage loans through  
5 correspondent or broker lending. Approximately 23.5%, 16.4% and 13.0% of the mortgage  
6 loans (by principal balance as of May 1, 2006) were originated by Countrywide Home Loans,  
7 Inc. ("Countrywide Home Loans"), GMAC Mortgage Corporation and First Magnus Financial  
8 Corporation, respectively.  
9

10 Approximately 76.5% of the mortgage loans (by principal balance as of May 1, 2006) will be  
11 serviced by Washington Mutual Bank. Approximately 23.5% of the mortgage loans (by  
12 principal balance as of May 1, 2006) will be serviced by Countrywide Home Loans or an  
13 affiliate thereof. With respect to the mortgage loans serviced by Countrywide Home Loans,  
14 Washington Mutual Bank, as servicer, on behalf of the Trust, will take actions required or  
15 permitted to be taken by the Trust as assignee of the sponsor's rights under the Countrywide  
16 servicing agreement (including making requests or demands or giving consents to  
17 Countrywide Home Loans, and receiving notices from Countrywide Home Loans).  
18

19 Some servicing functions will be performed by Washington Mutual Mortgage Securities  
20 Corp., as administrative agent of Washington Mutual Bank. Some servicing functions will be  
21 outsourced to third party vendors.  
22

23 Some mortgage loans, other than mortgage loans serviced by Countrywide Home Loans, will  
24 be serviced by the respective originators of those mortgage loans on an interim basis until the  
25 servicing is transferred to Washington Mutual Bank. By July 1, 2006, the servicing of those  
26 mortgage loans is expected to have been transferred to Washington Mutual Bank.  
27  
28

1 The trustee of the Trust will be LaSalle Bank National Association, and the Delaware trustee  
2 will be Christiana Bank & Trust Company.

3 Assignment of Trust Assets

4 At the time of issuance of any series of securities, the depositor will cause the pool of  
5 mortgage assets or Mortgage Securities to be transferred to the related trust, together with all  
6 principal and interest received on or with respect to the mortgage assets or Mortgage Securities  
7 after the related cut-off date, other than principal and interest due on or before the cut-off date  
8 and other than any retained interest. The trustee will, concurrently with the assignment of  
9 mortgage assets or Mortgage Securities, deliver the securities to the depositor in exchange for  
10 the trust assets. Each mortgage asset will be identified in a schedule appearing as an exhibit to  
11 the related agreement. The schedule of mortgage assets will include detailed information as to  
12 the mortgage assets held by the trust, including the outstanding principal balance of each  
13 mortgage asset after application of payments due on the cut-off date, information regarding the  
14 interest rate on the mortgage asset, the interest rate net of the sum of the rates at which the  
15 servicing fee and the retained interest, if any, are calculated, the retained interest, if any, the  
16 current scheduled monthly payment of principal and interest, the maturity of the mortgage  
17 note, the value of the mortgaged property and other information with respect to the mortgage  
18 assets. Each Mortgage Security will be identified in the related agreement, which will specify  
19 as to each Mortgage Security information regarding the original principal amount and  
20 outstanding principal balance of each Mortgage Security as of the cut-off date, as well as the  
21 annual pass-through rate or interest rate for each Mortgage Security sold to the trust.  
22

23 If so specified in the related prospectus supplement, and in accordance with the rules of  
24 membership of Merscorp, Inc. and/or Mortgage Electronic Registration Systems, Inc., or  
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1 MERS®, assignments of the mortgages for the mortgage loans held by the related trust will be  
2 registered

3 electronically through Mortgage Electronic Registration Systems, Inc., or MERS® System.

4 With respect to mortgage loans registered through the MERS® System, MERS® shall serve as  
5 mortgagee of record solely as a nominee in an administrative capacity on behalf of the trust  
6 and will not have any interest in any of those mortgage loans.  
7

8 The depositor will, with respect to each mortgage asset, deliver or cause to be delivered to the  
9 trustee, or to the custodian, a mortgage note endorsed to the trustee, the trust, or in blank, the  
10 original recorded mortgage with evidence of recording or filing indicated on it, and an  
11 assignment (except as to any mortgage loan registered on the MERS® System) to the trustee,  
12 the trust, or in blank of the mortgage in a form for recording or filing as may be appropriate in  
13 the state where the mortgaged property is located; or, in the case of each cooperative loan, the  
14 related cooperative note endorsed to the trustee, the trust, or in blank, the original security  
15 agreement, the proprietary lease or occupancy agreement, the assignment of the proprietary  
16 lease to the originator of the cooperative loan, the recognition agreement, the related stock  
17 certificate and related blank stock powers, a copy of the original filed financing statement, and  
18 an assignment to the trustee or the trust of the security agreement, the assignment of  
19 proprietary lease and the financing statement; provided, however, that if so indicated in the  
20 applicable prospectus supplement, the depositor will not deliver to the trustee or to the  
21 custodian mortgage notes endorsed to the trustee, the trust or in blank, assignments of  
22 mortgage to the trustee, the trust, or in blank, or assignments to the trustee or the trust of the  
23 other documents relating to cooperative loans described above.  
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1 With respect to any mortgage loan secured by a mortgaged property located in Puerto Rico, the  
2 mortgages with respect to these mortgage loans either (a) secure a specific obligation for the  
3 benefit of a specified person or (b) secure an instrument transferable by endorsement.

4 Endorsable Puerto Rico Mortgages do not require an assignment to transfer the related lien.  
5 Rather, transfer of endorsable mortgages follows an effective endorsement of the related  
6 mortgage note and, therefore, delivery of the assignment referred to in the paragraph above  
7 would be inapplicable. Direct Puerto Rico Mortgages that secure a specific obligation for the  
8 benefit of a specified person, however, require an assignment to be recorded with respect to  
9 any transfer of the related lien and the assignment for that purpose would be delivered to the  
10 trustee...  
11

12  
13  
14 Interrogatory No. 5.: Witnesses:

15 COLLEEN IRBY, ASSISTANT SECRETARY

16 DEBORAH BRIGNAC, VICE PRESIDENT

17 The following persons are Plaintiffs may use as expert witnesses to support their  
18 claims. Plaintiffs and their expert witness may be contacted only through their counsel  
19 of record.  
20

21 *Michael Carrigan and Arthur Bernardo,*  
22 *expert witnesses, May only be contacted*  
23 *by formal discovery requests as an expert*  
24 *witness*

25 **CERTIFIED FORENSIC LOAN**  
26 **AUDITORS**

13101 West Washington Blvd., Suite 140  
Los Angeles CA 90066

a. 310-432-6304

All matters set forth in the Property  
Securitization Analysis Report attached  
hereto as Exhibit A.

Interrogatory No. 6. Documents:

MARCH 7, 2006

Instrument #

2006084331

Official Records, COUNTY OF ALAMEDA

CALIFORNIA

JOSE BARRIONUEVO AND FLOR

BARRIONUEVO (Borrower)

WASHINGTON MUTUAL BANK (Lender)

Loan # 0706938776

FEBRUARY 28, 2006

WASHINGTON MUTUAL

BANK (Lender)

Principal Amount:

US \$1,720,000.00

Loan # 0706938776

APRIL 7, 2009 Instrument # 200910103	NOTICE OF DEFAULT CALIFORNIA RECONVEYANCE COMPANY COLLEEN BRY	MA Y 1, 2006	WMALT SERIES 2006-AR4 TRUS T
OCTOBER 19, 2010 Instrument # 201030459	NOTICE OF TRUSTEE'S SALE CALIFORNIA RECONVEYANCE		

Pooling and Servicing Agreement:

<http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawma>

[lt2006\\_ar4a.htm](#)

Certified Forensic Loan Auditors, LLC, Property Securitization Analysis Report

Interrogatory No. 7: Facts:

Because Defendant Chase and Washington Mutual Mortgage Pass-Through Certificates

WMALT Series 2006-AR4 Trust violated the Pooling and Servicing Agreement, Chase is

not and never has been the servicer for the Trust, never communicated with anyone from the

Trust, and the Trust lacked the legal capacity to accept the loan, even though Washington

1 Mutual was paid in full for the loan. Therefore, there were no monies due and owing to  
2 Washington Mutual for Chase to acquire.

3 Interrogatory No. 8.: Witnesses:

4 JOSE BARRIONUEVO

5 COLLEEN IRBY, ASSISTANT SECRETARY

6 DEBORAH BRIGNAC, VICE PRESIDENT

7  
8 The following persons are Plaintiffs may use as expert witnesses to support their  
9 claims. Plaintiffs and their expert witness may be contacted only through their  
10 counsel of record.

11  
12 *Michael Carrigan and Arthur Bernardo,*  
13 *expert witnesses, May only be contacted*  
14 *by formal discovery requests as an expert*  
15 *witness*

16 **CERTIFIED FORENSIC LOAN**  
17 **AUDITORS**

18 13101 West Washington Blvd., Suite 140  
19 Los Angeles CA 90066

20 a. 310-432-6304

21 All matters set forth in the Property  
22 Securitization Analysis Report  
23 attached hereto as Exhibit A.

24 Interrogatory No. 9. Documents:

25 MARCH 7, 2006

26 Instrument #

27 2006084331

28 Official Records, COUNTY OF ALAMEDA

CALIFORNIA

JOSE BARRIONUEVO AND FLOR

BARRIONUEVO (Borrower)

WASHINGTON MUTUAL BANK (Lender)

Loan # 0706938776

FEBRUARY 28, 2006

WASHINGTON MUTUAL

BANK (Lender)

Principal Amount:

US \$1,720,000.00

Loan # 0706938776

APRIL 7, 2009 Instrument # 200910103	NOTICE OF DEFAULT CALIFORNIA RECONVEYANCE COMPANY COLLEEN	MA Y 1, 2006	WMALT SERIES 2006-AR4 TRU ST
OCTOBER 19, 2010 Instrument # 201030459	NOTICE OF TRUSTEE'S SALE CALIFORNIA		

Pooling and Servicing Agreement:

[http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawmalt2006\\_ar4a.htm](http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawmalt2006_ar4a.htm)

Certified Forensic Loan Auditors, LLC, Property Securitization Analysis Report.

Dated: March 13, 2013

/s/ Michael Yesk

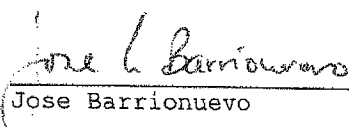
Counsel for plaintiff

1 VERIFICATION

2 I, Jose Barrionuevo, am the Plaintiff in the above-entitled action. I have  
3 read the foregoing Interrogatories and know the contents thereof of my own  
4 personal knowledge. The same is true of my own knowledge, except as to those  
5 matters which are therein alleged on information and belief, and as to those  
6 matters, I believe them to be true.

7 I declare under penalty of perjury that the foregoing is true and correct and  
8 that this declaration was executed at Pleasant Hill, California.

9 DATED: March 1, 2013

10   
Jose Barrionuevo

1 Michael Yesk (SB#130056)  
2 70 Doray Dr., Suite 16  
3 Pleasant Hill, CA 94523  
4 Telephone: 925-849-5525  
5 yesklaw@gmail.com  
6 Attorney for Plaintiffs  
7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 JOSE BARRIONUEVO and FLOR  
12 BARRIONUEVO,

13 Plaintiffs,

14 vs.

15 CHASE BANK, N.A. Successor In Interest to  
16 WASHINGTON MUTUAL BANK, FA; and  
17 DOES 1-100 Inclusive,

18 Defendants  
19

)  
) Case Number: 12-cv-00572-EMC  
)  
) PLAINTIFFS' RESPONSE TO  
) DEFENDANT'S INTERROGATORIES TO  
) FLOR BARRIONUEVO  
)  
) Complaint Filed: 12/6/2011  
) First Amended Complaint Filed: 4/19/2012  
)  
) Trial Date: August 26, 2013  
)  
)  
)  
)  
)

20 Interrogatory No. 1.:

21 The loan was originally made to WASHINGTON MUTUAL BANK and was sold and  
22 transferred to WMALT SERIES 2006-AR4 TRUST. There is no record of Assignments to either  
23 the Sponsor or Depositor as required by the Pooling and Servicing Agreement.

24 On May 30, 2006, which is the closing date, the mortgage loans that support the certificates will  
25 be sold by Washington Mutual Mortgage Securities Corp., the sponsor of the securitization  
26 transaction, to WaMu Asset Acceptance Corp., the depositor. On the closing date, the depositor  
27 will sell the mortgage loans and related assets to the Washington Mutual Mortgage Pass-Through  
28

1 Certificates WMALT Series 2006-AR4 Trust. In exchange for the mortgage loans and related  
2 assets, the Trust will issue the certificates pursuant to the order of the depositor.

3 The sponsor purchased the mortgage loans directly or indirectly from affiliated or unaffiliated  
4 third parties who either originated the mortgage loans or purchased the mortgage loans through  
5 correspondent or broker lending. Approximately 23.5%, 16.4% and 13.0% of the mortgage loans  
6 (by principal balance as of May 1, 2006) were originated by Countrywide Home Loans, Inc.  
7 ("Countrywide Home Loans"), GMAC Mortgage Corporation and First Magnus Financial  
8 Corporation, respectively.  
9

10 Approximately 76.5% of the mortgage loans (by principal balance as of May 1, 2006) will be  
11 serviced by Washington Mutual Bank. Approximately 23.5% of the mortgage loans (by principal  
12 balance as of May 1, 2006) will be serviced by Countrywide Home Loans or an affiliate thereof.  
13

14 With respect to the mortgage loans serviced by Countrywide Home Loans, Washington Mutual  
15 Bank, as servicer, on behalf of the Trust, will take actions required or permitted to be taken by  
16 the Trust as assignee of the sponsor's rights under the Countrywide servicing agreement  
17 (including making requests or demands or giving consents to Countrywide Home Loans, and  
18 receiving notices from Countrywide Home Loans).  
19

20 Some servicing functions will be performed by Washington Mutual Mortgage Securities Corp.,  
21 as administrative agent of Washington Mutual Bank. Some servicing functions will be  
22 outsourced to third party vendors.  
23

24 Some mortgage loans, other than mortgage loans serviced by Countrywide Home Loans, will be  
25 serviced by the respective originators of those mortgage loans on an interim basis until the  
26 servicing is transferred to Washington Mutual Bank. By July 1, 2006, the servicing of those  
27 mortgage loans is expected to have been transferred to Washington Mutual Bank.  
28

1 The trustee of the Trust will be LaSalle Bank National Association, and the Delaware trustee will  
2 be Christiana Bank & Trust Company.

3 Assignment of Trust Assets

4 At the time of issuance of any series of securities, the depositor will cause the pool of mortgage  
5 assets or Mortgage Securities to be transferred to the related trust, together with all principal and  
6 interest received on or with respect to the mortgage assets or Mortgage Securities after the  
7 related cut-off date, other than principal and interest due on or before the cut-off date and other  
8 than any retained interest. The trustee will, concurrently with the assignment of mortgage assets  
9 or Mortgage Securities, deliver the securities to the depositor in exchange for the trust assets.  
10

11 Each mortgage asset will be identified in a schedule appearing as an exhibit to the related  
12 agreement. The schedule of mortgage assets will include detailed information as to the mortgage  
13 assets held by the trust, including the outstanding principal balance of each mortgage asset after  
14 application of payments due on the cut-off date, information regarding the interest rate on the  
15 mortgage asset, the interest rate net of the sum of the rates at which the servicing fee and the  
16 retained interest, if any, are calculated, the retained interest, if any, the current scheduled  
17 monthly payment of principal and interest, the maturity of the mortgage note, the value of the  
18 mortgaged property and other information with respect to the mortgage assets. Each Mortgage  
19 Security will be identified in the related agreement, which will specify as to each Mortgage  
20 Security information regarding the original principal amount and outstanding principal balance  
21 of each Mortgage Security as of the cut-off date, as well as the annual pass-through rate or  
22 interest rate for each Mortgage Security sold to the trust.  
23  
24  
25

26 If so specified in the related prospectus supplement, and in accordance with the rules of  
27 membership of Merscorp, Inc. and/or Mortgage Electronic Registration Systems, Inc., or  
28



1 MERS®, assignments of the mortgages for the mortgage loans held by the related trust will be  
2 registered electronically through Mortgage Electronic Registration Systems, Inc., or MERS®  
3 System. With respect to mortgage loans registered through the MERS® System, MERS® shall  
4 serve as mortgagee of record solely as a nominee in an administrative capacity on behalf of the  
5 trust and will not have any interest in any of those mortgage loans.  
6

7 The depositor will, with respect to each mortgage asset, deliver or cause to be delivered to the  
8 trustee, or to the custodian, a mortgage note endorsed to the trustee, the trust, or in blank, the  
9 original recorded mortgage with evidence of recording or filing indicated on it, and an  
10 assignment (except as to any mortgage loan registered on the MERS® System) to the trustee, the  
11 trust, or in blank of the mortgage in a form for recording or filing as may be appropriate in the  
12 state where the mortgaged property is located; or, in the case of each cooperative loan, the  
13 related cooperative note endorsed to the trustee, the trust, or in blank, the original security  
14 agreement, the proprietary lease or occupancy agreement, the assignment of the proprietary lease  
15 to the originator of the cooperative loan, the recognition agreement, the related stock certificate  
16 and related blank stock powers, a copy of the original filed financing statement, and an  
17 assignment to the trustee or the trust of the security agreement, the assignment of proprietary  
18 lease and the financing statement; provided, however, that if so indicated in the applicable  
19 prospectus supplement, the depositor will not deliver to the trustee or to the custodian mortgage  
20 notes endorsed to the trustee, the trust or in blank, assignments of mortgage to the trustee, the  
21 trust, or in blank, or assignments to the trustee or the trust of the other documents relating to  
22 cooperative loans described above.  
23  
24  
25

26 With respect to any mortgage loan secured by a mortgaged property located in Puerto Rico, the  
27 mortgages with respect to these mortgage loans either (a) secure a specific obligation for the  
28

benefit of a specified person or (b) secure an instrument transferable by endorsement. Endorsable Puerto Rico Mortgages do not require an assignment to transfer the related lien. Rather, transfer of endorsable mortgages follows an effective endorsement of the related mortgage note and, therefore, delivery of the assignment referred to in the paragraph above would be inapplicable. Direct Puerto Rico Mortgages that secure a specific obligation for the benefit of a specified person, however, require an assignment to be recorded with respect to any transfer of the related lien and the assignment for that purpose would be delivered to the trustee...

Interrogatory No. 2.: Witnesses:

COLLEEN IRBY, ASSISTANT SECRETARY

DEBORAH BRIGNAC, VICE PRESIDENT

The following persons are Plaintiffs may use as expert witnesses to support their claims.

Plaintiffs and their expert witness may be contacted only through their counsel of record.

*Michael Carrigan and Arthur Bernardo,  
expert witnesses, May only be contacted by  
formal discovery requests as an expert  
witness*

**CERTIFIED FORENSIC LOAN  
AUDITORS**

13101 West Washington Blvd., Suite 140  
Los Angeles CA 90066

a. 310-432-6304

All matters set forth in the Property  
Securitization Analysis Report attached  
hereto as Exhibit A.

Interrogatory No. 2. Documents:

MARCH 7, 2006

Instrument #

2006084331

Official Records, COUNTY OF ALAMEDA  
CALIFORNIA

JOSE BARRIONUEVO AND FLOR  
BARRIONUEVO (Borrower)

WASHINGTON MUTUAL BANK (Lender)  
Loan # 0706938776  
FEBRUARY 28, 2006  
WASHINGTON MUTUAL  
BANK (Lender)  
Principal Amount:  
US \$1,720,000.00  
Loan # 0706938776

APRIL 7, 2009 Instrument # 2009101035 Official Records, COUNTY OF	NOTICE OF DEFAULT CALIFORNIA RECONVEYANCE COMPANY	MAY 1, 2006	WMALT SERIES 2006-AR4 TRUST
OCTOBER 19, 2010 Instrument # 2010304598 Official Records, COUNTY OF	NOTICE OF TRUSTEE'S SALE CALIFORNIA RECONVEYANCE		

Pooling and Servicing Agreement:

[http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawmalt2006\\_ar4a.htm](http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawmalt2006_ar4a.htm)

Certified Forensic Loan Auditors, LLC, Property Securitization Analysis Report.

Interrogatory No. 4.:

The loan was originally made to WASHINGTON MUTUAL BANK and was sold and transferred to WMALT SERIES 2006-AR4 TRUST. There is no record of Assignments to either the Sponsor or Depositor as required by the Pooling and Servicing Agreement.

On May 30, 2006, which is the closing date, the mortgage loans that support the certificates will be sold by Washington Mutual Mortgage Securities Corp., the sponsor of the securitization transaction, to WaMu Asset Acceptance Corp., the depositor. On the closing date, the depositor will sell the mortgage loans and related assets to the Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-AR4 Trust. In exchange for the

1 mortgage loans and related assets, the Trust will issue the certificates pursuant to the order of  
2 the depositor.

3 The sponsor purchased the mortgage loans directly or indirectly from affiliated or unaffiliated  
4 third parties who either originated the mortgage loans or purchased the mortgage loans through  
5 correspondent or broker lending. Approximately 23.5%, 16.4% and 13.0% of the mortgage  
6 loans (by principal balance as of May 1, 2006) were originated by Countrywide Home Loans,  
7 Inc. ("Countrywide Home Loans"), GMAC Mortgage Corporation and First Magnus Financial  
8 Corporation, respectively.  
9

10 Approximately 76.5% of the mortgage loans (by principal balance as of May 1, 2006) will be  
11 serviced by Washington Mutual Bank. Approximately 23.5% of the mortgage loans (by  
12 principal balance as of May 1, 2006) will be serviced by Countrywide Home Loans or an  
13 affiliate thereof. With respect to the mortgage loans serviced by Countrywide Home Loans,  
14 Washington Mutual Bank, as servicer, on behalf of the Trust, will take actions required or  
15 permitted to be taken by the Trust as assignee of the sponsor's rights under the Countrywide  
16 servicing agreement (including making requests or demands or giving consents to  
17 Countrywide Home Loans, and receiving notices from Countrywide Home Loans).  
18  
19

20 Some servicing functions will be performed by Washington Mutual Mortgage Securities  
21 Corp., as administrative agent of Washington Mutual Bank. Some servicing functions will be  
22 outsourced to third party vendors.

23 Some mortgage loans, other than mortgage loans serviced by Countrywide Home Loans, will  
24 be serviced by the respective originators of those mortgage loans on an interim basis until the  
25 servicing is transferred to Washington Mutual Bank. By July 1, 2006, the servicing of those  
26 mortgage loans is expected to have been transferred to Washington Mutual Bank.  
27  
28

1 The trustee of the Trust will be LaSalle Bank National Association, and the Delaware trustee  
2 will be Christiana Bank & Trust Company.

3 Assignment of Trust Assets

4 At the time of issuance of any series of securities, the depositor will cause the pool of  
5 mortgage assets or Mortgage Securities to be transferred to the related trust, together with all  
6 principal and interest received on or with respect to the mortgage assets or Mortgage Securities  
7 after the related cut-off date, other than principal and interest due on or before the cut-off date  
8 and other than any retained interest. The trustee will, concurrently with the assignment of  
9 mortgage assets or Mortgage Securities, deliver the securities to the depositor in exchange for  
10 the trust assets. Each mortgage asset will be identified in a schedule appearing as an exhibit to  
11 the related agreement. The schedule of mortgage assets will include detailed information as to  
12 the mortgage assets held by the trust, including the outstanding principal balance of each  
13 mortgage asset after application of payments due on the cut-off date, information regarding the  
14 interest rate on the mortgage asset, the interest rate net of the sum of the rates at which the  
15 servicing fee and the retained interest, if any, are calculated, the retained interest, if any, the  
16 current scheduled monthly payment of principal and interest, the maturity of the mortgage  
17 note, the value of the mortgaged property and other information with respect to the mortgage  
18 assets. Each Mortgage Security will be identified in the related agreement, which will specify  
19 as to each Mortgage Security information regarding the original principal amount and  
20 outstanding principal balance of each Mortgage Security as of the cut-off date, as well as the  
21 annual pass-through rate or interest rate for each Mortgage Security sold to the trust.  
22

23 If so specified in the related prospectus supplement, and in accordance with the rules of  
24 membership of Merscorp, Inc. and/or Mortgage Electronic Registration Systems, Inc., or  
25  
26  
27  
28

1 MERS®, assignments of the mortgages for the mortgage loans held by the related trust will be  
2 registered

3 electronically through Mortgage Electronic Registration Systems, Inc., or MERS® System.

4 With respect to mortgage loans registered through the MERS® System, MERS® shall serve as  
5 mortgagee of record solely as a nominee in an administrative capacity on behalf of the trust  
6 and will not have any interest in any of those mortgage loans.  
7

8 The depositor will, with respect to each mortgage asset, deliver or cause to be delivered to the  
9 trustee, or to the custodian, a mortgage note endorsed to the trustee, the trust, or in blank, the  
10 original recorded mortgage with evidence of recording or filing indicated on it, and an  
11 assignment (except as to any mortgage loan registered on the MERS® System) to the trustee,  
12 the trust, or in blank of the mortgage in a form for recording or filing as may be appropriate in  
13 the state where the mortgaged property is located; or, in the case of each cooperative loan, the  
14 related cooperative note endorsed to the trustee, the trust, or in blank, the original security  
15 agreement, the proprietary lease or occupancy agreement, the assignment of the proprietary  
16 lease to the originator of the cooperative loan, the recognition agreement, the related stock  
17 certificate and related blank stock powers, a copy of the original filed financing statement, and  
18 an assignment to the trustee or the trust of the security agreement, the assignment of  
19 proprietary lease and the financing statement; provided, however, that if so indicated in the  
20 applicable prospectus supplement, the depositor will not deliver to the trustee or to the  
21 custodian mortgage notes endorsed to the trustee, the trust or in blank, assignments of  
22 mortgage to the trustee, the trust, or in blank, or assignments to the trustee or the trust of the  
23 other documents relating to cooperative loans described above.  
24  
25  
26  
27  
28

1 With respect to any mortgage loan secured by a mortgaged property located in Puerto Rico, the  
2 mortgages with respect to these mortgage loans either (a) secure a specific obligation for the  
3 benefit of a specified person or (b) secure an instrument transferable by endorsement.

4 Endorsable Puerto Rico Mortgages do not require an assignment to transfer the related lien.  
5 Rather, transfer of endorsable mortgages follows an effective endorsement of the related  
6 mortgage note and, therefore, delivery of the assignment referred to in the paragraph above  
7 would be inapplicable. Direct Puerto Rico Mortgages that secure a specific obligation for the  
8 benefit of a specified person, however, require an assignment to be recorded with respect to  
9 any transfer of the related lien and the assignment for that purpose would be delivered to the  
10 trustee...  
11  
12

13  
14 Interrogatory No. 5.: Witnesses:

15 COLLEEN IRBY, ASSISTANT SECRETARY

16 DEBORAH BRIGNAC, VICE PRESIDENT

17 The following persons are Plaintiffs may use as expert witnesses to support their  
18 claims. Plaintiffs and their expert witness may be contacted only through their counsel  
19 of record.  
20

21 *Michael Carrigan and Arthur Bernardo,*  
22 *expert witnesses, May only be contacted*  
23 *by formal discovery requests as an expert*  
24 *witness*

**CERTIFIED FORENSIC LOAN  
AUDITORS**

13101 West Washington Blvd., Suite 140  
Los Angeles CA 90066

a. 310-432-6304

All matters set forth in the Property  
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Interrogatory No. 6. Documents:

MARCH 7, 2006

Instrument #

2006084331

Official Records, COUNTY OF ALAMEDA

CALIFORNIA

JOSE BARRIONUEVO AND FLOR

BARRIONUEVO (Borrower)

WASHINGTON MUTUAL BANK (Lender)

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FEBRUARY 28, 2006

WASHINGTON MUTUAL

BANK (Lender)

Principal Amount:

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[http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawma1t2006\\_ar4a.htm](http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/exh41to8kpsawma1t2006_ar4a.htm)

Certified Forensic Loan Auditors, LLC, Property Securitization Analysis Report

Interrogatory No. 7: Facts:

Because Defendant Chase and Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-AR4 Trust violated the Pooling and Servicing Agreement, Chase is not and never has been the servicer for the Trust, never communicated with anyone from the Trust, and the Trust lacked the legal capacity to accept the loan, even though Washington



1 Mutual was paid in full for the loan. Therefore, there were no monies due and owing to  
2 Washington Mutual for Chase to acquire.

3 Interrogatory No. 8.: Witnesses:

4 JOSE BARRIONUEVO

5 COLLEEN IRBY, ASSISTANT SECRETARY

6 DEBORAH BRIGNAC, VICE PRESIDENT

7  
8 The following persons are Plaintiffs may use as expert witnesses to support their  
9 claims. Plaintiffs and their expert witness may be contacted only through their  
10 counsel of record.

11  
12 *Michael Carrigan and Arthur Bernardo,*  
13 *expert witnesses, May only be contacted*  
14 *by formal discovery requests as an expert*  
15 *witness*

16 **CERTIFIED FORENSIC LOAN**  
17 **AUDITORS**

18 13101 West Washington Blvd., Suite 140  
19 Los Angeles CA 90066

20 a. 310-432-6304

21 All matters set forth in the Property  
22 Securitization Analysis Report  
23 attached hereto as Exhibit A.

24 Interrogatory No. 9. Documents:

25 MARCH 7, 2006

26 Instrument #

27 2006084331

28 Official Records, COUNTY OF ALAMEDA

CALIFORNIA

JOSE BARRIONUEVO AND FLOR

BARRIONUEVO (Borrower)

WASHINGTON MUTUAL BANK (Lender)

Loan # 0706938776

FEBRUARY 28, 2006

WASHINGTON MUTUAL

BANK (Lender)

Principal Amount:

US \$1,720,000.00

Loan # 0706938776

APRIL 7, 2009 Instrument # 200910103	NOTICE OF DEFAULT CALIFORNIA RECONVEYANCE COMPANY COLLEEN	MA Y 1, 2006	WMALT SERIES 2006-AR4 TRU ST
OCTOBER 19, 2010 Instrument # 201030459	NOTICE OF TRUSTEE'S SALE CALIFORNIA		

Pooling and Servicing Agreement:

[http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/ex141to8kpsawmalt2006\\_ar4a.htm](http://www.sec.gov/Archives/edgar/data/1361533/000127727706000501/ex141to8kpsawmalt2006_ar4a.htm)

Certified Forensic Loan Auditors, LLC, Property Securitization Analysis Report.

Dated: March 13, 2013

/s/ Michael Yesk

Counsel for plaintiff

1 VERIFICATION

2 I, Flor Barrionuevo, am the Plaintiff in the above-entitled action. I have  
3 read the foregoing Interrogatories and know the contents thereof of my own  
4 personal knowledge. The same is true of my own knowledge, except as to those  
5 matters which are therein alleged on information and belief, and as to those  
6 matters, I believe them to be true.

7 I declare under penalty of perjury that the foregoing is true and correct and  
8 that this declaration was executed at Pleasant Hill, California.

9  
10 DATED: March 1, 2013

Flor Barrionuevo.  
Flor Barrionuevo

## **EXHIBIT E**

**Hedger, John**

---

**From:** Michael Yesk [yesklaw@gmail.com]  
**Sent:** Wednesday, May 08, 2013 5:00 PM  
**To:** Hedger, John  
**Subject:** RE: Barrionuevo v. Chase; expert deposition  
**Attachments:** Barrionuevo\_LVL3\_041513 New Audit.docx; Affidavit.pdf

Here are the updated reports.

Michael Yesk  
Yesk Law  
925-849-5525

---

**From:** Hedger, John [mailto:hedgerj@bryancave.com]  
**Sent:** Wednesday, May 08, 2013 1:54 PM  
**To:** 'Michael Yesk'  
**Subject:** RE: Barrionuevo v. Chase; expert deposition  
**Importance:** High

Mr. Yesk,

I previously emailed you to advise that of the three dates you suggested, the afternoon of May 13 is available for me. By that, I suggest the deposition take place at 1:00 pm. Please confirm before 4:30 pm. If we cannot get this deposition on calendar, I will need to seek relief from Judge Chen.

Please note you have also failed to provide me any information about Michael Carrigan per your email of April 29.

John C. Hedger, Esq.  
Bryan Cave LLP  
560 Mission Street, 25th Floor  
San Francisco, CA 94105  
phone: (415) 675-3427  
fax: (415) 675-3627  
[hedgerj@bryancave.com](mailto:hedgerj@bryancave.com)

---

**From:** Michael Yesk [mailto:yesklaw@gmail.com]  
**Sent:** Monday, May 06, 2013 6:44 PM  
**To:** Hedger, John  
**Subject:** RE: Barrionuevo v. Chase; expert deposition

I am awaiting confirmation.

Michael Yesk  
Yesk Law  
925-849-5525

---

**From:** Hedger, John [mailto:hedgerj@bryancave.com]  
**Sent:** Monday, May 06, 2013 6:41 PM  
**To:** 'Michael Yesk'

6/5/2013

**Subject:** RE: Barrionuevo v. Chase; expert deposition

Have you confirmed those with your expert?

John C. Hedger, Esq.  
Bryan Cave LLP  
560 Mission Street, 25th Floor  
San Francisco, CA 94105  
phone: (415) 675-3427  
fax: (415) 675-3627  
[hedgerj@bryancave.com](mailto:hedgerj@bryancave.com)

---

**From:** Michael Yesk [<mailto:yesklaw@gmail.com>]  
**Sent:** Monday, May 06, 2013 6:40 PM  
**To:** Hedger, John  
**Subject:** RE: Barrionuevo v. Chase; expert deposition

No for Wednesday. I am free May 13, 17, or 21. Do any of those dates work?

Michael Yesk  
Yesk Law  
925-849-5525

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**From:** Hedger, John [<mailto:hedgerj@bryancave.com>]  
**Sent:** Monday, May 06, 2013 6:24 PM  
**To:** 'Michael Yesk'  
**Subject:** RE: Barrionuevo v. Chase; expert deposition  
**Importance:** High

Mr. Yesk,

You did not respond. Are we going forward with this deposition on Wednesday or not? If not, I need available dates NOW please

John C. Hedger, Esq.  
Bryan Cave LLP  
560 Mission Street, 25th Floor  
San Francisco, CA 94105  
phone: (415) 675-3427  
fax: (415) 675-3627  
[hedgerj@bryancave.com](mailto:hedgerj@bryancave.com)

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**From:** Hedger, John  
**Sent:** Wednesday, May 01, 2013 4:58 PM  
**To:** 'Michael Yesk'  
**Subject:** RE: Barrionuevo v. Chase; expert deposition

Mr. Yesk,

I need a date certain to make the proper arrangements. Please advise no later than 4:00 pm tomorrow.

John C. Hedger, Esq.

6/5/2013

Bryan Cave LLP  
560 Mission Street, 25th Floor  
San Francisco, CA 94105  
phone: (415) 675-3427  
fax: (415) 675-3627  
[hedgerj@bryancave.com](mailto:hedgerj@bryancave.com)

---

**From:** Michael Yesk [<mailto:yesklaw@gmail.com>]  
**Sent:** Monday, April 29, 2013 6:22 PM  
**To:** Hedger, John  
**Subject:** RE: Barrionuevo v. Chase; expert deposition

I will confirm as soon as I hear.

Michael Yesk  
Yesk Law  
925-849-5525

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**From:** Hedger, John [<mailto:hedgerj@bryancave.com>]  
**Sent:** Monday, April 29, 2013 5:54 PM  
**To:** 'Michael Yesk'  
**Subject:** RE: Barrionuevo v. Chase; expert deposition

That should be fine if you are confirming for that day.

John C. Hedger, Esq.  
Bryan Cave LLP  
560 Mission Street, 25th Floor  
San Francisco, CA 94105  
phone: (415) 675-3427  
fax: (415) 675-3627  
[hedgerj@bryancave.com](mailto:hedgerj@bryancave.com)

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**From:** Michael Yesk [<mailto:yesklaw@gmail.com>]  
**Sent:** Monday, April 29, 2013 5:54 PM  
**To:** Hedger, John  
**Subject:** RE: Barrionuevo v. Chase; expert deposition

Mr. Michael Carrigan will be the testifying witness, as Mr. Bernard is no longer with the firm. I will send you his updated information as soon as I receive it. Does May 8 work for you?

Michael Yesk  
Yesk Law  
925-849-5525

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**From:** Hedger, John [<mailto:hedgerj@bryancave.com>]  
**Sent:** Monday, April 29, 2013 4:47 PM  
**To:** 'Michael Yesk'  
**Subject:** Barrionuevo v. Chase; expert deposition

6/5/2013

Mr. Yesk,

I hope your procedure went well. Please advise of your availability to fly next week so we may re-set your expert's deposition. Thank you.

John C. Hedger, Esq.  
Bryan Cave LLP  
560 Mission Street, 25th Floor  
San Francisco, CA 94105  
phone: (415) 675-3427  
fax: (415) 675-3627  
[hedgerj@bryancave.com](mailto:hedgerj@bryancave.com)

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bcilp2013





Certified Forensic Loan Auditors

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## ***CERTIFIED FORENSIC LOAN AUDITORS, LLC***

13101 West Washington Blvd., Suite 140, Los Angeles, CA 90066

Phone: 310-432-6304; [Sales@CertifiedForensicLoanAuditors.com](mailto:Sales@CertifiedForensicLoanAuditors.com)

[www.CertifiedForensicLoanAuditors.com](http://www.CertifiedForensicLoanAuditors.com)

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# ***PROPERTY SECURITIZATION ANALYSIS REPORT™***

*"This is a Securitization Analysis Report and not a Forensic Audit Report"*

*Prepared for:*

*Jose and Flor Barrionuevo*

*For Property Address*

*5931 Annandale Way*

*Dublin, CA 94568*

*Prepared on:*

*April 15, 2013*

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Disclosure: You have engaged Certified Forensic Loan Auditors, LLC to examine your real estate documents. This information is not to be construed as legal advice or the practice of law, pursuant to Business and Professions Code § 6125 et seq., it is the intent of CFLA, its members, auditors and independent contractors, not to engage in activities that could be considered the practice of law by conduct exhibiting any of the following practices: "...the doing and/or performing of services in a court of justice in any matter depending therein throughout the various stages and in conformity with the adopted rules of procedure. It includes legal advice and counsel and the preparation of legal instruments and contracts by which the legal rights are secured although such matter may or may not be depending in a court."

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## SECTION 1: TRANSACTION DETAILS

### BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
Jose Barrionuevo	Flor Barrionuevo
CURRENT ADDRESS	SUBJECT ADDRESS
5931 Annandale Way, Dublin, CA 94568	5931 Annandale Way, Dublin, CA 94568

### TRANSACTION PARTICIPANTS

AMOUNT	MORTGAGE SERVICER	MORTGAGE NOMINEE/BENEFICIARY
\$1,720,000.00	JPMorgan Chase Bank f/k/a Washington Mutual Bank	Washington Mutual Bank, FA 400 East Main Street Stockton, CA 95290
ORIGINAL MORTGAGE LENDER	MORTGAGE TRUSTEE	TITLE COMPANY
Washington Mutual Bank, FA 400 East Main Street Stockton, CA 95290	California Reconveyance Company	Alliance Title Company



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## **SECTION 2: SECURITIZATION**

### **SECURITIZATION PARTICIPANTS:**

<b>ORIGINATOR/LENDER</b>	<b>SPONSOR/SELLER</b>	<b>DEPOSITOR</b>
<b>Washington Mutual Bank</b>	<b>WASHINGTON MUTUAL BANK</b>	<b>WAMU ASSET ACCEPTANCE CORP.</b>
<b>ISSUING ENTITY</b>	<b>TRUSTEE</b>	<b>MASTER SERVICER/ SERVICER</b>
<b>WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST</b>	<b><u>Trustee:</u> Deutsche Bank National Trust Company</b>  <b><u>Delaware Trustee:</u> Deutsche Bank Trust Company Delaware</b>	<b>Washington Mutual Bank</b>
<b>CUSTODIAN</b>	<b>CUT – OFF DATE</b>	<b>CLOSING DATE</b>
<b>Washington Mutual Bank fsb</b>	<b>April 1, 2006</b>	<b>On or about April 25, 2006</b>



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Prospectus Supplement to Prospectus Dated January 6, 2006

# **WaMu Mortgage Pass-Through Certificates, Series 2006-AR4**

**WaMu Asset Acceptance Corp.  
Depositor**



## **Washington Mutual**

**Washington Mutual Bank  
Sponsor and Servicer**

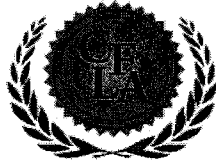
**\$909,714,200  
(Approximate)**

*Underwriter*  
**WaMu Capital Corp.**

April 20, 2006

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<http://www.sec.gov/Archives/edgar/data/1317069/000095011706001820/a41821.htm#TRUSTEESs>



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## **SUMMARY OF TRANSACTION AND TRANSACTION PARTIES**

### **SUMMARY INFORMATION**

*The following summary highlights selected information from this prospectus supplement. It does not contain all of the information that you need to consider in making your investment decision. To understand the terms of the offered certificates, read carefully this entire prospectus supplement and the accompanying prospectus.*

*This summary provides an overview of certain calculations, cash flows and other information to aid your understanding. This summary is qualified by the full description of these calculations, cash flows and other information in this prospectus supplement and the accompanying prospectus.*

### **TRANSACTION PARTICIPANTS**

On April 25, 2006, which is the closing date, the mortgage loans that support the certificates will be sold by Washington Mutual Bank, the sponsor of the securitization transaction, to WaMu Asset Acceptance Corp., the depositor. On the closing date, the depositor will sell the mortgage loans and related assets to the WaMu Mortgage Pass-Through Certificates Series 2006-AR4 Trust. In exchange for the mortgage loans and related assets, the Trust will issue the certificates pursuant to the order of the depositor.

The mortgage loans will be serviced by Washington Mutual Bank, as servicer. Some servicing functions will be performed by Washington Mutual Mortgage Securities Corp., as administrative agent of the servicer. Some servicing functions will be outsourced to third party vendors.

The trustee of the Trust will be Deutsche Bank National Trust Company, and the Delaware trustee will be Deutsche Bank Trust Company Delaware. Washington Mutual Bank fsb will have possession of and will review the mortgage notes, mortgages and other legal documents related to the mortgage loans as custodian for the Trust.

### **WHAT YOU OWN**

**Your certificates represent interests *only* in the assets of the issuing entity. All payments to you will come only from the amounts received in connection with those assets.**

The Trust owns a pool of mortgage loans and other assets, as described under “The Trust” in this prospectus supplement.

There are no outstanding series or classes of securities that are backed by the assets of the issuing entity or otherwise have claims on the assets of the issuing entity, other than the certificates. The



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depositor does not expect that any securities representing additional interests in or claims on the assets of the issuing entity will be issued in the future.

**Information About the Mortgage Pool**

The mortgage pool consists of 1,618 mortgage loans with an aggregate principal balance as of April 1, 2006 of approximately \$932,087,563. All of the mortgage loans are secured by residential properties (or shares of cooperative apartments) and each has an original term to maturity of not more than 40 years.

After an initial fixed-rate period of one, two, three or twelve months, the interest rate on each mortgage loan will adjust monthly to equal the sum of an index and a margin. As of April 1, 2006, approximately 29.5% of the mortgage loans were still in their initial fixed-rate periods. The interest rates on the mortgage loans are subject to overall maximum and minimum interest rate limits.

The index for the mortgage loans in loan group 1 will be One-Year MTA, the 12-month moving average yield on United States Treasury Securities adjusted to a constant maturity of one year. The index for the mortgage loans in loan group 2 will be COFI, the 11th District Monthly Weighted Average Cost of Funds Index published by the Federal Home Loan Bank of San Francisco.

While the interest rate on each mortgage loan will adjust monthly (after the initial fixed-rate period), the minimum monthly payment on each mortgage loan generally will adjust only annually. On each annual payment adjustment date, the minimum monthly payment generally will not increase or decrease by more than 7.5%. As a result, the interest due with respect to a mortgage loan for any given month may, under certain circumstances, exceed the monthly payment for that month. In that case, payment of the excess of interest due over the monthly payment will be deferred and that excess will be added to the principal balance

S-5

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of that mortgage loan in the form of “negative amortization.” See “*Description of the Mortgage Pool*” in this prospectus supplement.

In the event of a material breach of the representations and warranties made by the sponsor or the depositor with respect to the mortgage loans, or in the event that a required loan document is not included in the mortgage files for the mortgage loans, the breaching party will, unless it has cured the breach in all material respects, be required to repurchase the affected mortgage loan or substitute a new mortgage loan for the affected mortgage loan. See “*Description of the Mortgage Pool—Representations and Warranties Regarding the Mortgage Loans*” in this prospectus supplement.



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*For a further description of the mortgage loans, see "Description of the Mortgage Pool" and Appendix B in this prospectus supplement.*

<http://www.sec.gov/Archives/edgar/data/1317069/000095011706001820/a41821.htm#SUMMARYs>

**POOLING AND SERVICING AGREEMENT**

*WaMu ASSET ACCEPTANCE CORP.,*

*as Depositor*

*and*

*WASHINGTON MUTUAL BANK,*

*as Servicer*

*and*

*DEUTSCHE BANK NATIONAL TRUST COMPANY,*

*as Trustee*

*and*

*DEUTSCHE BANK TRUST COMPANY DELAWARE,*

*as Delaware Trustee*

*POOLING AND SERVICING AGREEMENT*

*\$932,087,563.09*

*WaMu Mortgage Pass-Through Certificates Series 2006-AR4 Trust*

*WaMu Asset Acceptance Corp.*

*WaMu Mortgage Pass-Through Certificates*

*Series 2006-AR4*

*Cut-Off Date: April 1, 2006*



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## POOLING AND SERVICING AGREEMENT

### Section 2.01

#### ARTICLE II

Creation of the Trust; Conveyance of the Mortgage Pool Assets, REMIC I Regular Interests, REMIC II Regular Interests and REMIC III Regular Interests; REMIC Election and Designations; Original Issuance of Certificates

Section 2.01. *Creation of the Trust.* The Trust was created pursuant to the Original Trust Agreement and is hereby continued. As set forth in the Original Trust Agreement, the Trust shall be known as "WaMu Mortgage Pass-Through Certificates Series 2006-AR4 Trust". The purpose of the Trust is, and the Trust shall have the power and authority, to engage in the following activities, all as provided by and subject to the terms of this Agreement:

- (i) to acquire, hold, lease, manage, administer, control, invest, reinvest, operate and/or transfer the Mortgage Pool Assets, the REMIC II Assets, the REMIC III Assets and the REMIC III Regular Interests (other than the Class 2A-1A Certificates);
- (ii) to issue the REMIC I Regular Interests, the REMIC II Regular Interests, the REMIC III Regular Interests, the Class R-1, Class R-2 and Class R-3 Residual Interests and the Certificates;
- (iii) to make distributions to the REMIC I Regular Interests, the REMIC II Regular Interests, the REMIC III Regular Interests and the Certificates; and
- (iv) to engage in such other activities, including entering into agreements, as are described in or required by the terms of this Agreement or as are necessary, suitable or convenient to accomplish the foregoing or incidental thereto.

Deutsche Bank National Trust Company is hereby appointed as the trustee of the Trust, to have all the rights, duties and obligations of the Trustee with respect to the Trust expressly set forth hereunder, and Deutsche Bank National Trust Company hereby accepts such appointment and the trust created hereby. Deutsche Bank Trust Company Delaware is hereby appointed as the Delaware trustee of the Trust, to have all the rights, duties and obligations of the Delaware Trustee with respect to the Trust hereunder, and Deutsche Bank Trust Company Delaware hereby accepts such appointment and the trust created hereby. It is the intention of the Company, the Servicer, the Trustee and the Delaware Trustee that the Trust constitute a statutory trust under the Statutory Trust Statute, that this Agreement constitute the governing instrument of the Trust, and that this Agreement amend and restate the Original Trust Agreement. The parties hereto acknowledge and agree that, prior to the execution and delivery hereof, the Delaware Trustee has filed the Certificate of Trust. The parties hereto acknowledge that the Trust includes two separate pools of mortgage loans (referred to herein as Loan Groups), and that the assets of each Loan Group are available to make payments to the holders of Certificates as provided in the definitions of "REMIC I Distribution Amount," "REMIC II Distribution Amount" and "REMIC III Distribution Amount" and in Section 4.01, Section 4.04 and Section 4.05 hereof.

The assets of the Trust shall remain in the custody of the Trustee or the Custodian, on behalf of the Trust, and shall be owned by the Trust. Moneys to the credit of the Trust shall be held by the Trustee and invested as provided herein. All assets received and held by the Trust will not be subject to any right, charge, security interest, lien or claim of any kind in favor of either of the institution acting as Trustee or the institution acting as Delaware Trustee in its own right, or any Person claiming through either. Neither the Trustee nor the Delaware Trustee shall have the power or authority to transfer, assign, hypothecate, pledge or otherwise dispose of any of the assets of the Trust to any Person, except as permitted herein. No creditor of a beneficiary of the Trust, of the Trustee, of the Delaware Trustee, of the Servicer or of the Company shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Trust, except in accordance with the terms of this Agreement.





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On the Closing Date, the Company shall deposit in the Certificate Account the amount of \$882,237.47 (the "Initial Deposit"), representing a portion of the Interest Distribution Amount for the REMIC I, REMIC II and REMIC III Regular Interests for the first Distribution Date.

[http://www.sec.gov/Archives/edgar/data/1355536/000127727706000443/exh41to8kpsawamu\\_ar4.htm](http://www.sec.gov/Archives/edgar/data/1355536/000127727706000443/exh41to8kpsawamu_ar4.htm)

**New York State Trust Law Statutes state:**

Unless an asset is transferred into a lifetime trust, the asset does not become trust property. (NY Estates, Powers and Trust Law § 7-1.18).

A trustee's act that is contrary to the trust agreement is void. (NY Estates, Powers and Trust Law § 7-2.4)



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## SECTION 3: FORECLOSURE

### Recorded Events on the Loan Including Foreclosure Issues and Securitization

Recorded Chain of Mortgage Possession		Chain of Note Possession	
Date	Original Mortgage	Date	Note Holder
March 7, 2006 Instrument # 84331 Official Records, Alameda County California	Jose and Flor Barrionuevo (Borrower)  Washington Mutual Bank, FA (Lender)	February 28, 2006	Washington Mutual Bank, FA  ( Lender) Principal Amount: \$1,720,000.00  <b>LOAN # 03-2099-070693877-6</b>
April 7, 2009 Instrument # 101035 Official Records, Alameda County California	<b>Notice of Default</b>	April 1, 2006	WAMU MORTGAGE PASS- THROUGH CERTIFICATES SERIES 2006-AR4 TRUST Lender Principal Amount: \$1,720,000.00
July 14, 2009; October 19, 2010; February 2, 2012 Instrument # 223286; 304598; 40100 Official Records, Alameda County California	<b>Three Notices of Trustee's Sale</b>	<u>Memo:</u> September 25, 2008	Acquisition of operations of Washington Mutual Bank by JPMorgan Chase Bank through coordination by the FDIC

*Note: This analysis excludes review of the \$214,785 Washington Mutual Bank, FA loan recorded 5/10/06, subsequent to subject loan.*

**Sample web site links re. JPMorgan acquisition of Washington Mutual Bank operations:**

<http://www.fdic.gov/bank/individual/failed/wamu.html>

[http://en.wikipedia.org/wiki/Washington\\_Mutual](http://en.wikipedia.org/wiki/Washington_Mutual)



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## **REPORT SUMMARY**

### **Deed of Trust:**

- On February 28, 2006, Debtors Jose and Flor Barrionuevo executed a negotiable promissory note and a security interest in the form of a MORTGAGE in the amount of \$ 1,720,000.00. This document was filed as document number 84331 in the Official Records of Alameda County. *The original lender of the promissory note and beneficiary of the Deed of Trust is Washington Mutual Bank, FA.*

### **Securitization (The Note):**

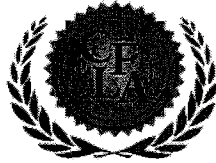
- The NOTE may have been sold, transferred, assigned and securitized into the WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST with a Closing Date of April 25, 2006.

### **Notice of Default:**

- On April 7, 2009, a Notice of Default was recorded in the Official Records, Alameda County with instrument number 101035.

### **Three Notices of Trustee's Sale:**

- On July 14, 2009, October 19, 2010, and February 2, 2012, three Notices of Trustee's Sale were recorded in the Official Records, Alameda County with instrument numbers 223286, 30498, and 40100, respectively.



Certified Forensic Loan Auditors

## BLOOMBERG SEARCH SECTION

On April 15, 2013, I researched the Bloomberg online Database at the request of **Certified Forensic Loan Auditors, LLC** on behalf of **Jose and Flor Barrionuevow** whose property address is noted herein above. The Loan Level Data search conducted using Bloomberg's terminal did not reveal matching characteristics based on the Loan Number: **03-2099-070693877-6**; Original Amount: **\$1,720,000.00**; Origination Date: **February 28, 2006**; Location of Property: **CA**; Property Type: **Planned Unit Development**; Occupancy: **Owner Occupied**; Zip Code **94568**; **Loan Type: 30 year Adjustable Rate Mortgage with 125% of principal negative amortization cap.** However, examiner did locate a prospective REMIC TRUST within the Securities Exchange Commission (SEC) website that matches the characteristics for the possibility of securitizing this loan. Bloomberg snapshots of that Trust are provided below. This trust is the **WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST**. Other possibilities for this loan include placement within the Washington Mutual Bank portfolio of loans held in inventory or for sale, and perhaps used as collateral to increase secured borrowings. Although JPMorgan Chase Bank purchased the operations of Washington Mutual Bank, they may not have properly endorsed the subject note nor perfected the security interest in the note pursuant to the California Uniform Commercial Code.

### DESCRIPTION OF SECURITY FROM BLOOMBERG

SNIPS Collateral Manager WAMU 2006-AR4 B1 Mtge DES2 Message

Backpage

**Bloomberg** SECURITY DESCRIPTION Page 1 of 3

**WAMU 2006-AR4 B1** .6042% 5/25/46

CUSIP: 93934FPX4 Issuer: WAMU MORTGAGE PASS-THROUGH CERTIFICATES Series 2006-AR4 Class B1 Col Mty 5/25/46

CMO: SUB,FLT,STEP,NAS

CURRENT		ORIGINAL ISSUE	
Mar13	4,758,374	USD	19,575,000
" Fact	.243084232	WAL	6.3Yr @ 25CPR
Mar13 Cpn	.6042%	1st coupon	5.35938%
Next Paymt	4/25/13	1st paymnt	5/25/06
Rcd date	4/24/13	1st settle	4/25/06
Beg accrue	3/25/13	Dated date	4/25/06
End accrue	4/24/13	px	4/20/06
Next reset	4/25/13	1st reset	5/25/06
Class/Grp Pct	2%	Class/Grp Pct	2.1%

FLOATER FORMULA  
= 1x LIBOR01P  
+40BP  
Avail Funds Cap  
Flr=0.4%  
Monthly reset

MONTHLY PAYMENT  
pays 25th day  
0 day delay  
accrues ACT/360

ID RATINGS  
S&P D  
MDY C

CALLABLE  
Lead Mgr: WACC  
Trustee: DBT

ID VOLATILITY  
C.FLUX 0.4

65) Personal Notes 14) Identifiers WHARM 1.688 S 299wam 3.03wac  
TRACE Eligible  
SMMEA: Yes  
DTC Book Entry  
DTC SameDay  
Clearstream  
Euroclear

See Page 3 for Comments MinSize 25000 Incr 1



Certified Forensic Loan Auditors

### DEAL DESCRIPTION

CMBS Collateral Manager WAMU 2006-AR4 B1 Mtge DES2 Message

Page 50<Go> for alternate group.

**DEAL DESCRIPTION** Page 2 of 3

**WAMU 06-AR4** Group: All collateral

Issuer: WAMU MORTGAGE PASS-THROUGH CERTIFICATES Pro 17 Docs

Series 2006-AR4 468 Loans: WHARM 1.69 S

DEAL - CURRENT		DEAL - ORIGINAL		Mar13 CPR-DEAL-PSA		WHARM 1.75 S	
Mar13	241,141,699	USD	n/a	1mo	4.9	82.0	-
Net	1.688%	Net	3.864%	3mo	11.0	183	-
WAC	3.034%	WAC	5.255%	6mo	11.6	194	-
WAM	24:11 299 mo	WAM	31:4 376 mo	12mo	12.8	213	-
AGE	7:6 90 mo	AGE	0:10 10 mo	Life	17.6	342	-
Next Paymt	4/25/13	1st paymt	5/25/06				
Rcd date	MIXED	1st settle	4/25/06				
B.Median	PSA	px25.0 CPR	4/20/06				
PAC	0% SUP 0%	PAC	0% SUP 0%				
Beg Accrue	MIXED	Dated	MIXED				

Monthly PAYMENT  
pays 25th day  
MIXED Delay  
accrues ACT/360

Lead Mgr: WACC  
Trustee: DBT

COLLATERAL  
Country US

See Page 3 For Comments.

### STRUCTURED FINANCE NOTES SCREEN

Lists the primary parties to the securitization transaction

DESCRIPTION Main WAMU 2006-AR4 B1 Mtge SFNS Message

HELP? for explanation, MENU? for similar functions.

95 Documents Structured Finance Notes

WAMU 2006-AR4

Underwriter  
Lead Manager Wamu Capital Corp

Servicer  
Master Washington Mutual Bank, FA

Trustee  
Deutsche Bank Trust

Paying Agent

Originator/Seller  
Washington Mutual Bank

Deal%  
100.000

Asset Manager

Swap Counterparty



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## COMMENT SECTION PERTAINING TO TRUST INCLUDING CREDIT ENHANCEMENTS

May further offset risks of owners or provide reimbursements to certain certificate holders  
Collateral has "a negative amortization  
feature."

WAMU 2006-AR4 B1 Mtge DES2 Message

Page

Bloomberg COMMENTS: WAMU 2006-AR4 Page 3 of 3

CALL FEATURE: 10% Deal Cleanup.

COMPENSATING INTEREST: Prepayment interest shortfalls resulting from principal prepayments will be offset by the Servicer by the lesser of (i) 1/12 of .125% of the aggregate Stated Principal Balance of the Mortgage Loans, and (ii) the aggregate servicing fee.

ORIGINAL COLLATERAL CHARACTERISTICS:

TYPE: First lien single-family residential mortgage loans whose interest rates (after an initial fixed-rate period) adjust monthly and which include a negative amortization feature.

**Class: B1**

CREDIT ENHANCEMENT: Subordination.

## VIEW ALL LOAN CLASSES SCREEN

This screen shows the first 19 of 25 investment classes into which the trust was split.

WAMU 2006-AR4 B1 Mtge VAC Message

AC

<Menu> for series list

99 Options Page 1/2 View All Classes

WAMU 2006 AR4 WAMU MORTGAGE PASS THROUGH CERTIFICATES

Template

CF Class	Orig(000)	Cpn	OWAL	Factor	Cusip	Description	Group Des
1) * 1A1A	443,914	1.117	3.39	0.2772	93934FPN6	FLT, DLY, SSNR, AS	1: ARM/G1
2) * 1A1B	147,972	1.117	3.39	0.2772	93934FPP1	FLT, DLY, SSUP, AS	1: ARM/G1
3) Pd 1AC1	65,509	5.429	6.80	0.0000	93934FPQ9	FLT, STEP, SSUP, AS	1: ARM/G1
4) Pd 1AC2	45,337	6.510	7.51	0.0000	93934FPR7	FLT, STEP, SSUP, AS	1: ARM/G1
5) * 1AC3	58,608	0.564	6.97	0.8015	93934FPS5	FLT, STEP, SSUP, AS	1: ARM/G1
6) * 2A1A	85,926	2.462	3.25	0.2665	93934FPT3	FLT, DLY, AS	2: ARM/G2
7) 1X1A	0	0.714	0.00	385,118,798	934FPU0	10, PO, CSTR	3: ARM/G1A
8) 1X1B	0	0.006	0.00	3,126,970	93934FPV8	10, PO, CSTR	4: ARM/G1B
9) 2X	0	1.090	0.00	328,202,493	934FPW6	10, PO, CSTR	2: ARM/G2
10) * B1	19,575	0.604	6.28	0.2431	93934FPX4	SUB, FLT, STEP, NAS	ALL collateral
11) Pd B2	13,981	0.659	6.28	0.0000	93934FPY2	SUB, FLT, STEP, NAS	ALL collateral
12) Pd B3	5,592	0.627	6.28	0.0000	93934FPP29	SUB, FLT, STEP, NAS	ALL collateral
13) Pd B4	6,058	0.900	6.28	0.0000	93934FQA3	SUB, FLT, STEP, NAS	ALL collateral
14) Pd B5	4,194	0.956	6.28	0.0000	93934FQB3	SUB, FLT, STEP, NAS	ALL collateral
15) Pd B6	3,728	1.014	6.28	0.0000	93934FQC9	SUB, FLT, STEP, NAS	ALL collateral
16) Pd B7	3,728	1.579	6.28	0.0000	93934FQD7	SUB, FLT, STEP, NAS	ALL collateral
17) Pd B8	2,330	1.446	6.28	0.0000	93934FQE5	SUB, FLT, STEP, NAS	ALL collateral
18) Pd B9	3,262	1.429	6.28	0.0000	93934FQF2	SUB, FLT, STEP, NAS	ALL collateral
19) Pd R	0	3.650	0.00	0.0000	93934FQGG	R, AS	1: ARM/G1



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## LOAN COLLATERAL PERFORMANCE

Only a handful of loan modifications each month in spite of a 20-24% 90 day+ default rate in this trust predominantly targeting California homeowners

WAMU 2006-AR4 B1 Mtge • CLP •				Message ☆ 📄 📊				
<HELP> for explanation, <MENU> for similar functions.								
Enter 2<Go> - 17<Go> for loan level details								
90 Options				Collateral Performance				
WAMU 2006-AR4		Collateral Group		All Collateral	Source	Loan	Remit	
	USD Bal Wtd Avg	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012
	Balance (M)	241,142	242,580	245,358	250,441	254,995	257,353	261,054
	Pool Factor	0.259	0.260	0.263	0.269	0.274	0.276	0.280
2)	# of Loans	468	470	475	479	488	490	498
	WAC	3.034	3.033	3.020	3.030	3.032	3.039	3.042
	WAM/Age	299/ 90	300/ 89	300/ 88	301/ 87	303/ 86	304/ 85	305/ 84
	WALTV (Amort) %	67.31	67.44	67.65	67.53	67.86	68.19	68.40
	FPI WALTV (Amort)%	92.60	94.31	94.67	94.42	96.66	97.12	97.31
3)	Delinq 30 days %	5.10	4.96	5.08	4.94	4.42	4.41	2.96
4)	Delinq 60 days %	1.73	1.91	1.22	1.06	1.22	1.31	2.56
5)	Delinq 90 days %	3.31	3.01	3.13	3.18	2.71	4.32	3.81
6)	Bankruptcy %	2.86	2.89	3.47	3.89	4.60	3.66	3.83
7)	Foreclosure %	13.07	13.08	13.35	14.07	13.73	15.29	15.40
8)	REO %	0.54	0.74	0.49	0.48	1.37	0.58	0.58
9)	Delinq. 60+ %	21.51	21.67	21.46	22.68	23.63	25.16	26.18
10)	Delinq. 90+ %	19.72	19.72	20.44	22.42	22.41	23.85	23.62
	Limited Doc. %	85.47	85.34	85.32	85.52	85.50	85.31	85.03
	Credit Score	720	740	720	720	720	720	720
11)	Mod # of loans	2	3	4	1	3	1	2
12)	Mod Balance (M)	1,059	1,582	2,331	386	1,910	160	682
	Mod 1 No. CDR	0.60	2.94	1.56	0.25	2.61	0.12	0.58
	Mod 1 No. Eff CDR	2.96	6.08	13.39	17.20	8.16	9.77	6.64
	1 No. SEV	46.70	57.95	34.30	59.47	53.99	36.92	35.32
	Mod 1 No. Eff SEV	78.75	82.34	42.56	64.97	68.76	41.03	50.78
17)	Perfect Payer 24mth	56.18	56.13	49.06	48.83	48.43	47.91	46.86
	Perfect Payer Life	37.80	38.67	38.33	38.74	38.64	38.39	38.62
	Re-default %	22.36	22.38	20.71	22.07	22.60	23.81	21.16
	Arm Collat. %	100.00	-	-	-	-	-	-
	Balance < 417	20.27	-	-	-	-	-	-
	1 No. CPR	4.90	8.60	18.80	17.10	5.80	13.40	8.20
	Geo 1st %	CA 71.4	CA 71.5	CA 71.5	CA 71.2	CA 71.2	CA 71.3	CA 71.3
	Geo 2nd %	FL 5.5	FL 6.4	FL 6.6	FL 6.6	FL 6.6	FL 6.5	FL 6.5
	Geo 3rd %	NY 3.4	NY 3.4	NY 3.4	NY 3.3	NY 3.3	NY 3.3	NY 3.2
	Geo 4th %	MA 2.9	MA 2.9	MA 2.8	NJ 3.1	NJ 3.0	NJ 3.0	NJ 3.0
	Imp 1 No. CDR	2.37	5.20	12.00	17.08	5.69	9.67	6.10
	Imp 1 No. VPR	2.63	3.65	7.86	0.10	0.09	4.18	2.31



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## PROSPECTUS PULLED FROM BLOOMBERG

Prospectus Supplement to Prospectus Dated January 6, 2006

### **WaMu Mortgage Pass-Through Certificates, Series 2006-AR4**

**WaMu Asset Acceptance Corp.**

**Depositor**

**Washington Mutual Bank**

**Sponsor and Servicer**

**\$909,714,200**

**(Approximate)**

Consider carefully the risk factors beginning on page 5-20 in this prospectus supplement and page 5 in the accompanying prospectus.

The certificates will represent interests only in the issuing entity which is WaMu Mortgage Pass-Through Certificates Series 2006-AR4 Trust and will not represent interests in or obligations of Washington Mutual Bank, WaMu Asset Acceptance Corp., Washington Mutual, Inc. or any of their affiliates.

Neither these certificates nor the underlying mortgage loans are guaranteed by any agency or instrumentality of the United States.

This prospectus supplement may be used to offer and sell the offered certificates only if accompanied by the prospectus.

The WaMu Mortgage Pass-Through Certificates Series 2006-AR4 Trust will issue twenty classes of offered certificates and five classes of privately placed certificates. Each class of offered certificates (other than the Class PPP Certificates) will be entitled to receive monthly distributions of interest, principal or both, beginning on May 25, 2006. The certificate interest rate for each class of offered certificates, other than the residential certificates, will be variable, and will be based in part on the one-year MTA Index, the COFI Index or the LIBOR Index, as described in this prospectus supplement. The table on page 5-6 of this prospectus supplement contains a list of the classes of offered certificates, including the initial class principal balance, certificate interest rate, and special characteristics of each class.

The primary asset of the Trust will be a pool of first lien single-family residential mortgage loans whose interest rates (after an initial fixed-rate period) adjust monthly and which include a negative amortization feature. The Trust will also contain other assets, which are described on page 5-38 of this prospectus supplement.

#### Offered Certificates

Total principal amount (approximate)	\$909,714,200
First payment date	May 25, 2006
Interest and/or principal paid	Monthly
Last payment date	May 25, 2046

Credit enhancement for the offered certificates (other than the Class PPP Certificates) is being provided by five classes of privately offered certificates, which have an aggregate principal balance of approximately \$22,373,363. Additional credit enhancement for the offered senior certificates (other than the Class PPP Certificates) is being provided by nine classes of offered subordinate certificates. Losses otherwise allocable to some senior certificates will instead be allocated to other senior certificates.

The underwriter listed below will offer the offered certificates at varying prices to be determined at the time of sale. The proceeds to WaMu Asset Acceptance Corp. from the sale of the offered certificates will be approximately 100.64% of the principal balance of the offered certificates plus accrued interest, before deducting expenses. The underwriter's commission will be the difference between the price it pays to WaMu Asset Acceptance Corp. for the offered certificates and the amount it receives from the sale of the offered certificates to the public.

Neither the SEC nor any state securities commission has approved or disapproved of the offered certificates or determined that this prospectus supplement or the prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

*Underwriter*

**WaMu Capital Corp.**

April 20, 2006

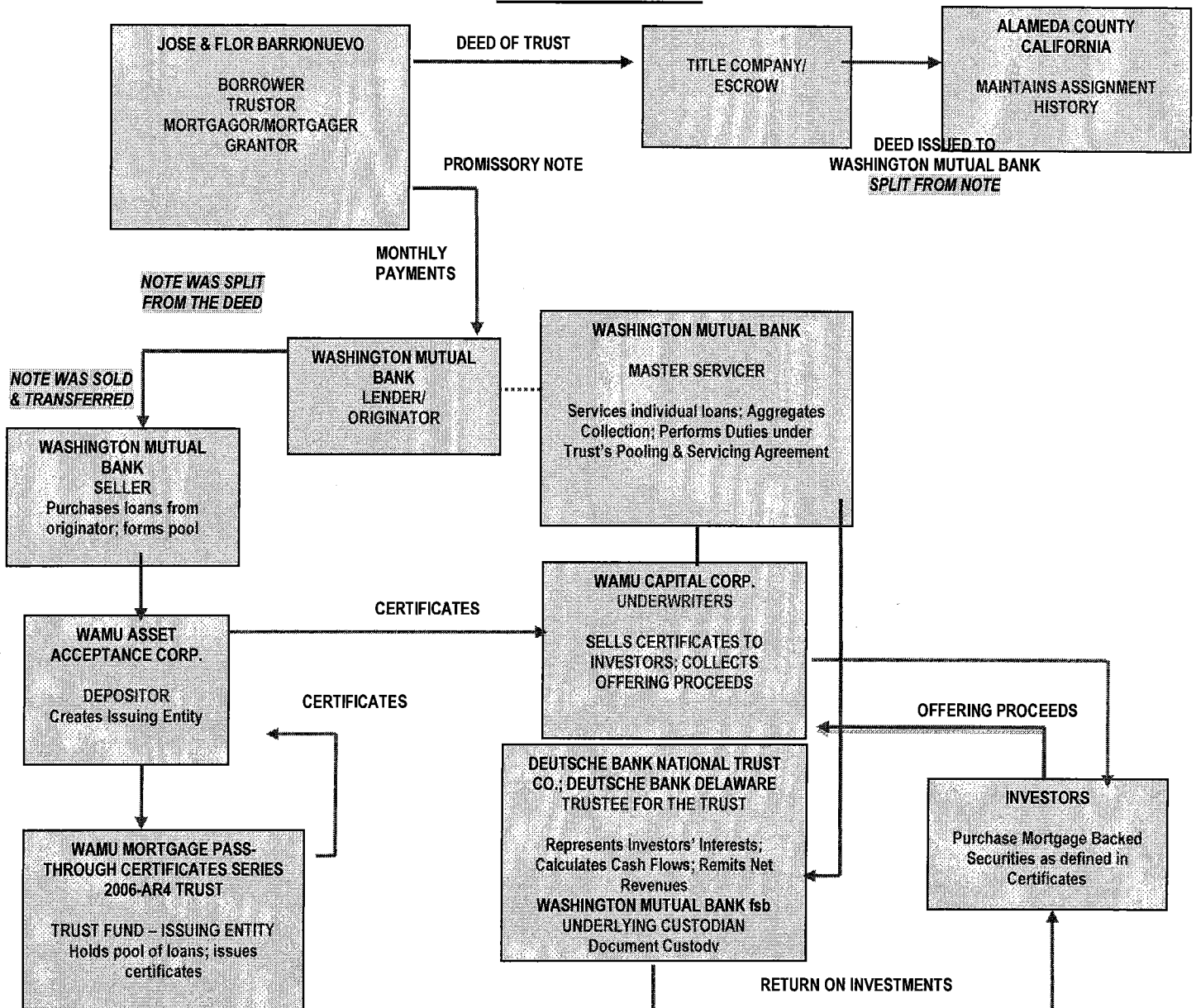




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## CONCLUSION

### CHAIN OF TITLE



#### ARROW LEGEND

PURPLE - MORTGAGE DOCUMENTS  
BLUE - SECURITIES CERTIFICATES  
RED - INVESTOR FUNDS  
GREEN - BORROWER FUNDS



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§ For traditional lending prior to Securitization, the original Deed recording was usually the only recorded document in the Chain of Title. That is because banks kept the loans, and did not sell the loan, hence, only the original recording being present in the banks name.

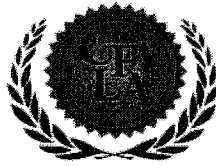
The advent of Securitization, especially through "Private Investors" and not Fannie Mae or Freddie Mac, involved an entirely new process in mortgage lending. With Securitization, the Notes and Deeds were sold once, twice, three times or more. Using the traditional model would involve recording new Assignments of the Deed and Note as each transfer of the Note or Deed of Trust occurred. Obviously, this required time and money for each recording.

(The selling or transferring of the Note is not to be confused with the selling of Servicing Rights, which is simply the right to collect payment on the Note, and keep a small portion of the payment for Servicing Fees. Usually, when a homeowner states that their loan was sold, they are referring to Servicing Rights.)

§ Securitizing a Loan

Securitizing a loan is the process of selling a loan to Wall Street and private investors. it is a method with many issues to be considered. The methodology of securitizing a loan generally followed these steps:

- A Wall Street firm would approach other entities about issuing a "Series of Bonds" for sale to investors and would come to an agreement. In other words, the WallStreet firm "pre-sold" the bonds.
- The Wall Street firm would approach a lender and usually offer them a warehouse Line of Credit. The Warehouse Credit Line would be used to fund the loan. The Warehouse Line would be covered by restrictions resulting from the initial Pooling & Servicing Agreement Guidelines and Mortgage Loan Purchase Agreement. These documents outlined the procedures for the creation of the loans and the administering of the loans prior to, and after, the sale of the loans to Wall Street.
- The Lender, with the guidelines, essentially went out and found "buyers" for the loans, people who fit the general characteristics of the Purchase Agreement. (Guidelines were very general and most people could qualify." The Lender would execute the loan and fund it, collecting payments until there were enough loansfunded to sell to the Wall Street firm who could then issue the bonds.
- Once the necessary loans were funded, the lender would then sell the loans to the "Sponsor", usually either a subsidiary of the Wall Street firm, of a specially created Corporation of the lender. At this point, the loans are separated into "tranches" of loans, where they will be eventually turned into bonds.
- Next, the loans were "sold" to the "Depositor." This was a "Special Purpose Vehicle" designed with one purpose in mind. That was to create a "bankruptcy remote vehicle" where the lender or other entities are protected from what might happen to the loans, and/or



**Certified Forensic Loan Auditors**

the loans are “protected” from the lender. The “Depositor” would be, once again, created by the Wall Street firm or the lender.

- Then the “Depositor” would place the loans into the Issuing Entity, which is another entity created solely for the purpose of selling the bonds.
- Finally, the bonds would be sold, with a Trustee appointed to ensure that the bondholders received their monthly payments.

§ WASHINGTON MUTUAL BANK, FA was a “correspondent lender” that originated mortgage loans. These loans, in turn, may have been sold and transferred into a “federally-approved securitization” trust named the WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST.

§ The Note and Deed have taken two distinctly different paths. The Note may have been securitized into the WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST.

§ The written agreement that created the WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST is a “Pooling and Servicing Agreement” (PSA), and is a matter of public record, available on the website of the Securities Exchange Commission. The Trust is also described in a “Prospectus Supplement,” also available on the SEC website. The Trust by its terms set a “CLOSING DATE” of ON OR ABOUT APRIL 25, 2006. The promissory note in this case became trust property in compliance with the requirement set forth in the PSA. The Trust agreement is filed under oath with the Securities and Exchange Commission. The acquisition of the assets of the subject Trust and the PSA are governed under the law.

§ In view of the foregoing, the Assignment of Deed of Trust executed after the Trust’s Closing Date would be a void act for the reason that it violated the express terms of the Trust instrument.

§ The loan was originally made to WASHINGTON MUTUAL BANK, FA and may have been sold and transferred to WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST. There is no record of Assignments to either the Sponsor or Depositor as required by the Pooling and Servicing Agreement.

In *Carpenter v. Longan* 16 Wall. 271, 83 U.S. 271, 21 L.Ed. 313 (1872), the U.S. Supreme Court stated “The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity.”

An obligation can exist with or without security. With no security, the obligation is unsecured but still valid. A security interest, however, cannot exist without an underlying existing obligation. It is impossible to define security apart from its relationship to the promise or obligation it secures. The obligation and the security are commonly drafted as separate documents – typically a promissory note and a deed of trust. If the creditor transfers the note but not the deed of trust, the transferee receives a secured note; the security follows the note, legally if not physically. If the transferee is given the deed of trust without the note accompanying it, the transferee has no meaningful rights except the possibility of legal action to compel the transferor to transfer the note as well, if such was the agreement. (*Kelley v. Upshaw* 91952) 39 C.2d 179, 246 P.2d 23; *Polhemus v.*



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Trainer (1866) 30C 685).

“Where the mortgagee has “transferred” only the mortgage, the transaction is a nullity and his “assignee” having received no interest in the underlying debt or obligation, has a worthless piece of paper (4 Richard R. Powell), Powell on Real Property, § 37.27 [2] (2000).

By statute, assignment of the mortgage carries with it the assignment of the debt. . . Indeed, in the event that a mortgage loan somehow separates interests of the note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable. The practical effect of splitting the deed of trust from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the deed of trust is the agent of the holder of the note. Without the agency relationship, the person holding only the trust will never experience default because only the holder of the note is entitled to payment of the underlying obligation. The mortgage loan becomes ineffectual when the note holder did not also hold the deed of trust.”

**DISCLAIMER**

This report was based exclusively on the documentation provided. It also required that we make reasonable assumptions respecting disclosures and certain loan terms that, if erroneous, may result in material differences between our findings and the loan’s actual compliance with applicable regulatory requirements. While we believe that our assumptions provide a reasonable basis for the review results, we make no representations or warranties respecting the appropriateness of our assumptions, the completeness of the information considered, or the accuracy of the findings. The contents of this report are being provided with the understanding that we are not providing legal advice, nor do we have any relationship, contractual or otherwise, with anyone other than the recipient. We do not, in providing this report, accept or assume responsibility for any other purpose.



Certified Forensic Loan Auditors

### AFFIDAVIT OF FACTS

STATE OF California )  
 ) sv.: AFFIDAVIT  
COUNTY OF Orange )

**RE: Jose and Flor Barrionuevo**

I, MICHAEL CARRIGAN, a citizen of the United States and the State of California over the age of 21 years, and declare as follows, under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in a court of law, and if called upon as a witness, will testify as stated herein:

1. That I am a subscriber of the Bloomberg Professional Service, certified and licensed to use such service. I have completed the required training and engaged in continuing education with Bloomberg – both online and at Bloomberg live training events, to stay abreast with Bloomberg's latest progress and developments. I have the requisite knowledge and the trained ability to navigate and perform effective searches on the on the Bloomberg terminal.
2. I am a Certified Mortgage Securitization Auditor and my qualifications, expertise and experience provide me with the background necessary to certify the audit services and to be qualified as an expert in this field. I have produced hundreds of Securitized Analysis Reports in residential real estate mortgage investigation, have appeared in court as an expert witness, and have trained auditors in California, Nevada, and New York and via the Internet in webinar format.
3. I have the trained skills and qualifications to navigate and perform searches on the Bloomberg terminal in regards to the automated tracking and determination of mortgage and loan related documents and information.
4. The contents of this report are factual, but it is provided for information purposes only and is not to be construed as "legal advice."<sup>1</sup>

<sup>1</sup>The client has been strongly advised to seek legal consultation from a competent legal professional in connection with the contents of this report and how to properly use it.



**Certified Forensic Loan Auditors**

5. April 15, 2013, I researched the Bloomberg online Database at the request of JOSE AND FLOR BARRIONUEVO whose property address is 5931 Annandale Way, Dublin, CA 94568.
6. Based on the information I was provided, JOSE AND FLOR BARRIONUEVO signed a Promissory Note in favor of Washington Mutual Bank, FA on February 28, 2006.
7. Loan level detail was not identified in any publically reporting trust. A trust meeting the qualifications for securitization is identified as the WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST with the Master Servicer being Washington Mutual Bank; the Sponsor / Seller being WASHINGTON MUTUAL BANK and the Depositor being WAMU ASSET ACCEPTANCE CORP.
8. The basis of the identification of Loan in WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4 TRUST was made from the following factors/information that exactly correspond with JOSE AND FLOR BARRIONUEVO'S loan documents provided: Loan Number: 03-2099-070693877-6; Original Amount: \$1,720,000.00; Origination Date: February 28, 2006; Location of Property: CA; Property Type: Planned Unit Development; Occupancy: Owner Occupied; Zip Code: 94568; Type Loan: 30 Year Adjustable Rate Mortgage with a 125% of principal negative amortization cap.
9. Generally, if the Deed of Trust and the Note are not together with the same entity, there can be no legal enforcement of the Note. The deed of trust enforces the Note and provides the capability for the lender to foreclose on the property. Thus, if the Deed of Trust and the Note are separated, foreclosure legally cannot occur. The Note cannot be enforced by the Deed of Trust if each contains a different mortgagee/beneficiary; and, if the Deed of trust is not itself a legally enforceable instrument, there can be no valid foreclosure on the homeowners' property.
10. No Entity can be a CREDITOR if they do not hold/own the asset in question (i.e. the NOTE and/or the property); a Mortgage Pass Through Trust (i.e. R.E.M.I.C., as defined in Title 26, Subtitle A, Chapter 1, Subchapter M, Part II §§ 850-862) cannot hold assets, for if they do, their tax exempt status is violated and the Trust itself is void ab initio. Therefore, either the Trust has either voided its intended Tax Free Status, or the asset is not in fact owned by it.
11. In the event that the loan was sold, pooled and turned into a security, the alleged holder can no longer claim that it is a real party of interest, as the original lender has been paid in full.
12. Further said, once the Note was converted into a stock, or stock equivalent, it is no longer a Note. If both the Note and the stock, or stock equivalent, exist at the same time, that is known as double dipping. Double dipping is a form of securities fraud.
13. Once a loan has been securitized, which the aforementioned loan may have been done many times, it forever loses its security component (i.e., the Deed of Trust), and the right to foreclose through the Deed of Trust is forever lost.
14. The Promissory Note has been converted into a stock as a permanent fixture. It is now a stock and governed as a stock under the rules and regulations of the SEC; hence, the requirement for the filings of the registration statements, pooling and servicing agreements, form 424B-5, et.al. There is no evidence on Record to indicate that the Deed of Trust was ever transferred concurrently with the purported legal transfer of the Note, such that the Deed of Trust and Note has been irrevocably

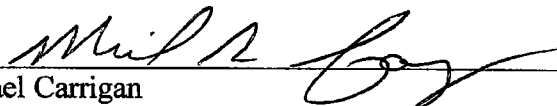


Certified Forensic Loan Auditors

separated, thus making a nullity out of the purported security in a property, as claimed (Federal Rules of Evidence Rules 901 & 902).

15. Careful review and examination reveals that this may be a securitized loan. The Assignment of Mortgage pretended to be an A to D transaction when in fact the foreclosing party was hiding the A to B, B to C, and C to D facts of true sales, where A is the original lender, B the sponsor/seller, C the bankruptcy-remote depositor, and D, the issuing mortgage-backed securities trust. They also hid the legal SEC filings, governing the transaction according to our findings. But to be controlled by those SEC filings, the true original loan Note and Mortgage had to be provided by the Document Custodian certified to have been in possession of them by them on or about April 25, 2006. Because it was not, the claim of ownership by the Trust cannot be substantiated and the loan servicing rights not established at law by agreement. I supply this report as written testimony and am available for oral testimony.

By:

  
\_\_\_\_\_  
Michael Carrigan  
Certified Mortgage Securitization Auditor / Bloomberg Specialist



Certified Forensic Loan Auditors

STATE OF CALIFORNIA )

) sv: ACKNOWLEDGEMENT

COUNTY OF ORANGE )

On 4-18-, 2013 before me, Dominic V. Mestas, Notary Public  
(Notary Public)

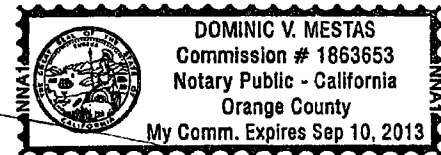
personally appeared **MICHAEL CARRIGAN**, who proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument under the penalty of perjury.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



My commission Expires

9-10-2013



## **EXHIBIT F**

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO DIVISION  
4

5 JOSE BARRIONUEVO AND FLOR )  
6 BARRIONUEVO, individuals, )

7 Plaintiffs, )  
8

9 vs. )

) No. 3:12-CV-0572 EMC

10 CHASE BANK, N.A. Successor In )  
11 Interest to WASHINGTON MUTUAL )  
12 BANK, FA; et al., )

13 Defendants. )  
14

15 DEPOSITION OF MICHAEL CARRIGAN  
16 Santa Monica, California  
17 Tuesday, May 21, 2013  
18 Volume I  
19  
20

21 Reported by:  
22 LORI SCINTA, RPR  
23 CSR No. 4811  
24 Job No. 1671085

25 PAGES 1 - 39

**CERTIFIED  
TRANSCRIPT**

1 UNITED STATES DISTRICT COURT  
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO DIVISION  
4

5 JOSE BARRIONUEVO AND FLOR )  
6 BARRIONUEVO, individuals, )

7 Plaintiffs, )  
8

9 vs. )

) No. 3:12-CV-0572 EMC

10 CHASE BANK, N.A. Successor In )  
11 Interest to WASHINGTON MUTUAL )  
12 BANK, FA; et al., )

13 Defendants. )  
14

15 Deposition of MICHAEL CARRIGAN, Volume I, taken  
16 on behalf of Defendants JP Morgan Chase, N.A. and  
17 California Reconveyance Co., at 120 Broadway, Suite 300,  
18 Santa Monica, California, beginning at 10:45 A.M. and  
19 ending at 12:10 P.M. on Tuesday, May 21, 2013, before  
20 LORI SCINTA, RPR, Certified Shorthand Reporter No. 4811.  
21  
22  
23  
24  
25

1 APPEARANCES:

2  
3 For Plaintiffs:

4 YESK LAW

5 BY: MICHAEL YESK

6 Attorney at Law

7 70 Doray Drive, Suite 16

8 Pleasant Hill, California 94523

9 925.849.5525

10 Email: yesklaw@gmail.com

11  
12 For Defendants JP Morgan Chase N.A. and  
13 California Reconveyance Co.:

14 BRYAN CAVE LLP

15 BY: JOHN C. HEDGER

16 Attorney at Law

17 560 Mission Street, 25th Floor

18 San Francisco, California 94105

19 415.675.3400

20 Email: hedgerj@bryancave.com

INDEX

WITNESS

EXAMINATION

MICHAEL CARRIGAN

VOLUME I

BY MR. HEDGER

6

EXHIBITS

NUMBER

PAGE

Exhibit 1 Document entitled, "Certified Forensic Loan Auditors, LLC Property Securitization Analysis Report," prepared by Arthur Bernardo, Pages 4 through 19, filed 02/22/13

Exhibit 2 Document entitled, "Certified Forensic Loan Auditors, LLC Property Securitization Analysis Report," prepared on April 15, 2013

Page 4

1 it makes the people you're dealing with not a real party  
2 in interest as they really have no economic stake.

3 Q And with regard to securitization of the  
4 mortgage loan associated with 5931 Annandale Way in  
5 Dublin, California, what was your conclusion?

6 A Well, I do not have hard evidence of  
7 securitization. In such circumstances, I look to see  
8 what other types of securitization activity a lender was  
9 involved in at the time. I look for trusts that were  
10 formed shortly after loan execution to see the type of  
11 work that they did and if that trust met the  
12 qualifications for securitization of that loan.

13 I don't have the ability to audit loan-level  
14 detail, which is recorded into Bloomberg or ABSNet, nor  
15 does the SEC, to my knowledge, audit any mortgage pool  
16 information.

17 MR. HEDGER: Can you read that back, please.

18 (Record read as follows:

19 "Well, I do not have hard evidence  
20 of securitization. In such  
21 circumstances, I look to see what  
22 other types of securitization activity  
23 a lender was involved in at the time.  
24 I look for trusts that were formed  
25 shortly after loan execution to see

1 the type of work that they did and if  
2 that trust met the qualifications for  
3 securitization of that loan.  
4 I don't have the ability to audit  
5 loan-level detail, which is recorded  
6 into Bloomberg or ABSNet, nor does the  
7 SEC, to my knowledge, audit any  
8 mortgage pool information.")

9 BY MR. HEDGER:

10 Q So let me see if I understand what you just  
11 said and break it down.

12 You didn't find evidence of the mortgage for  
13 this property being contained in any trust prospectus?

14 A In any publicly reporting trust.

15 Q Are there trusts that do not publicly report?

16 A Yes, there are; and there are private placement  
17 trusts, some of which can be noted on Bloomberg or  
18 ABSNet, and some of which are not.

19 Those that are on Bloomberg will be shown as  
20 stating, "collateral not available," in which case there  
21 is no loan-level detail. Often those are due to the  
22 sponsor stating it is private, there are only so many  
23 investors. "We do not fall under Rule 144(a) of the  
24 Securities Act of 1933. We do not need to report such  
25 detail."

1 modifications.

2 Q Do you see evidence of modifications?

3 A Yes. If you go to Page 15, you'll see the  
4 number of -- reported number of loans modified. Of  
5 course, I have no way to audit that detail, either. I  
6 can just report what I see.

7 And you have two loans out of -- well, there's  
8 468 left at that point, and the delinquency rate is  
9 20 percent.

10 So, based on my experience, that seems kind of  
11 low.

12 Q But you did not find the loan for the  
13 Barrionuevos' property in this trust; is that correct?

14 A No, no, I did not find it. That's correct.

15 Q So you found the trusts that you felt  
16 matched -- or that -- for which you felt the  
17 Barrionuevos' mortgage terms matched the mortgages  
18 within this trust.

19 What else did you do as part of creating this  
20 report?

21 A Well, I documented the characteristics of the  
22 loan, the chain of title, and county records.

23 I noticed at that point there was a notice of  
24 default, and I checked that this morning and saw that  
25 that notice of default had been rescinded.



1           If it's an adjustable loan, I look up things  
2     like the index used, the lifetime floor, the lifetime  
3     cap, the margin.

4           If it's a fixed loan, I'll look up -- look at  
5     the interest rate. And if I have the note available,  
6     then I'll match that to the note. Or other  
7     characteristics. There are certain riders that are  
8     attached to a security instrument. For instance, a  
9     planned-unit-development rider, one- to four-unit  
10    property, vacation home rider; those kind of things.

11         Q    Okay.

12         A    So it's fairly obvious.

13         Q    So using the information you obtained about the  
14    mortgage loan from the deed of trust terms, you were  
15    unable to find a public trust which that mortgage loan  
16    was part of?

17         A    Yes, that's correct.

18         Q    And so then after that you searched for trusts  
19    that had mortgage loans with similar terms?

20         A    Yes.

21               Yes. Now and then I've noted -- not with Chase  
22    Bank, but I've noted where loans will state right --  
23    well, somebody will state right on the assignment of  
24    deed of trust or mortgage a loan was placed into a  
25    certain trust. I've looked it up, it's not there.

1           Usually, though, they're pretty good about  
2     putting in the name of the trust when the assignment of  
3     deed of trust or mortgage is done.

4           So it seems to me that that's the number one  
5     thing the banks want someone to think, is that they  
6     actually own the loan.

7           And when some people figure out that the bank  
8     is actually the servicer, then we'll say, "Okay. We're  
9     the servicer, but then we have to check with the  
10    investor."

11          But then, you know, who's the investor, as  
12    though there's one. It turns out that maybe there's  
13    many certificate holders of the trust.

14          Q    Okay. And with regard to the Barrionuevo loan  
15    in question, there was no indication of any investors  
16    other than Washington Mutual and JP Morgan Chase?

17          A    The last known whereabouts for this loan are  
18    Washington Mutual Bank.

19          Q    Is there any other entity besides JP Morgan  
20    Chase, to your knowledge, that has asserted ownership of  
21    the loan in question?

22          A    No.

23          I have seen assignments of FDIC loans with  
24    loan-level detail recorded in county records, and I did  
25    not note that in this particular case. And that went

1 I, the undersigned, a Certified Shorthand  
2 Reporter of the State of California, do hereby certify:

3 That the foregoing proceedings were taken  
4 before me at the time and place herein set forth; that  
5 any witnesses in the foregoing proceedings, prior to  
6 testifying, were duly sworn; that a record of the  
7 proceedings was made by me using machine shorthand which  
8 was thereafter transcribed under my direction; that the  
9 foregoing transcript is a true record of the testimony  
10 given.

11 Further, that if the foregoing pertains to  
12 the original transcript of a deposition in a Federal  
13 Case, before completion of the proceedings, review of  
14 the transcript [ X ] was [ ] was not requested.

15 I further certify I am neither financially  
16 interested in the action nor a relative or employee of  
17 any attorney or party to this action.

18 IN WITNESS WHEREOF, I have this date  
19 subscribed my name.

20  
21 Dated: May 21, 2013

22  
23 

24 LORI SCINTA, RPR

25 CSR No. 4811